REVISED AGENDA GALVESTON COUNTY COMMISSIONERS COURT GALVESTON COUNTY COURTHOUSE 722 MOODY (FIRST FLOOR) - GALVESTON MARCH 8, 2011 – 1:00 P.M.

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. APPEARANCES: SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK.

REGULARLY SCHEDULED MEETING - AGENDA - 1:00 P.M.

Pledge of Allegiance and Invocation

- *1. Submitted by County Auditor's Office:
 - a. Approval of Accounts Payable checks dated 3/8/11;
 - b. Order for payroll period ending 3/2/11 Bi-Weekly #5;
- *2. Receive and file notice of "County Claim for Recovery of Property Damages":
 - a. Date of auto collision: July 28, 2010 with damages of \$2,739.37
 - b. Date of auto collision: December 18, 2010 with damages of \$2,732.27
- *3. Receive and file *Certificate of Course Completion of Open Meetings Act* for Judge Mark Henry.
- *4. Receive and file *Notice of Administrative Completeness for Application 14975: Texas Refining Division* as submitted by Chief Appraiser of Galveston Central Appraisal District.
- *5. Consideration and Consent of Tax Refunds in excess of \$2,500 as submitted by Assessor and Collector of Taxes:

0055-0062-0000-000	\$ 3,252.60	Overpayment
0151-0006-0000-000	\$ 8,764.00	Duplicate
1642-0009-0002-000	\$ 2,851.93	Overpayment
2750-0001-0017-000	\$ 3,379.46	Duplicate
3389-0004-0011-000	\$ 5,722.40	Duplicate
3879-0002-0017-000	\$ 4,581.21	Duplicate
4428-0001-0100-001	\$30,776.80	Duplicate
4615-0015-0003-002	\$ 5,692.87	Duplicate
4948-0000-0014-000	\$29,971.99	Overpayment
5076-0000-0000-001	\$ 2,712.28	Overpayment
5182-0117-0011-000	\$ 3,814.96	Overpayment
5366-0004-0004-000	\$ 2,613.49	Overpayment

5584-0000-0100-000	\$ 5,298.92	Overpayment
5640-0004-0004-000	\$ 8,956.17	Overpayment
5870-0002-0044-000	\$ 6,247.76	Overpayment
5912-2001-0034-000	\$ 3,672.88	Overpayment
5926-0000-0075-000	\$ 5,218.89	Overpayment
5995-0000-0009-002	\$ 2,622.33	Overpayment
6292-0000-0001-000	\$ 4,030.34	Overpayment
6651-0000-0021-300	\$21,185.65	Overpayment
7055-0000-0017-001	\$ 4,245.68	Duplicate
7055-0000-0144-000	\$ 2,675.77	Overpayment
7296-0003-0003-000	\$ 2,595.55	Duplicate
8600-0430-4460-005	\$ 3,698.56	Overpayment

- *6. Approval of "Summary Bi-Weekly Personnel Movements" pay period 5: February 17 March 2, 2011 as submitted by Human Resources.
- *7. Receive, file, and record pursuant to Local Government Code Section 84.003(b) Judges' action and Judges' order appointing Cliff Billingsley as County Auditor for a term of two years commencing April 4, 2011 as submitted by Galveston County District Court Judges.
- *8. Receive and file copy of Office Depot Rebate Check as submitted by the Purchasing Agent.
- 9. Consider recommending awarding contracts on the following bids as submitted by the Purchasing Agent:

Bid #B111034 Texas City Levee Pipe Removal

Bid #B111010 Trailer Mounted Hydraulic Sewer Jetter

10. Consideration authorizing an extension to the following RFP as submitted by the Purchasing Agent:

RFP #B102004 – Auditing and Related Services

- 11. Consideration of payments to the County for machinery operating cost for the construction of culverts as follows: \$258.00 per standard 20 foot culvert and any culvert over 20 feet, will be negotiated individually as submitted by Commissioner O'Brien.
- 12. Consideration of application from Bay Area Habitat for Humanity-Houston, Inc. to convey portions of Lots 12-21, Nicholstone on the Mainland by metes & bounds without revising the plat as submitted by the County Engineer.
- 13. Consider authorizing the County to submit claim for re-imbursement from TIRZ 12 for the County's development costs as submitted by Director of Community Services.

- 14. Consideration of reappointments of the following Child Services Board Members: Julie Masters, Jeanette Elias and Melissa Williams as submitted by the Community Services Director.
- 15. Consideration of a *Resolution Advocating the Passage of HJR56/SJR by the 82nd Texas Legislative Session* as submitted by the County Judge.
- 16. Consideration of Authorizing the County Judge to Execute a Letter Addressed to all Elected and Appointed Officials and Department Heads Revoking Prior Contracting Authority Authorized by the Commissioners' Court submitted by the County Judge.
- 17. Consideration of Granting the County Legal Department Limited Authority to Settle Claims up to \$5,000 on behalf of Galveston County submitted by County Legal.
- 18. Consideration of Granting the Chief Information Officer, Limited Authority to act as an agent in accepting contract extensions and current contract addendums on behalf of Galveston County up to \$50,000 with prior review by County Legal as submitted by the County Judge.
- 19. Consideration of an Order Designating the Vacated Courtroom on the Southwest Corner of the Sixth Floor of the Galveston County Courthouse located at 722 Moody as the Location for Conducting Sheriff's Sales and Non-Judicial Foreclosures submitted by County Legal.
- 20. Consideration of requiring contractors and subcontractors to utilize E-Verify in Galveston County construction contracts submitted by County Legal.
- 21. Consideration of Hurricane Ike issues submitted by the Emergency Management Coordinator:
 - a. Consideration of authorizing Contracts for Sale under the Hazard Mitigation Grant Program.
 - b. Consideration of authorizing revised Contracts for Sale under the Hazard Mitigation Grant Program.
 - c. Consideration of waiver of buyout applicants' fee of \$375 for hardship cases in Gilchrist.
 - d. Consideration of acceptance of third expenditure report from the Galveston County Recovery Fund documenting housing repairs completed with Gov. Perry disaster relief funds submitted by the United Way of Galveston.

WORKSHOP MEETING – AGENDA WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

- 1. Discussion of current legislative issues and concerns pertaining to the County, brought forward by Commissioner Ken Clark.
- 2. Bolivar roadwork projects and budgets for discussion as submitted by the Director of Finance.
- 3. Discuss County Vehicle policy as submitted by the Director of Finance.
- 4. Unlimited Tax Road Bonds Series 2009 projects and budgets discussion as submitted by the Director of Finance.
- 5. Discussion of District Clerk Staffing Issues and Global Odyssey issues presented by Commissioner Ken Clark.

AGENDA ITEM #1



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE P O Box 1418 GALVESTON, TEXAS 77553

Cliff Billingsley, CPA County Auditor

Ron Chapa, CPA First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, IT Systems

Honorable Judge Mark Henry And Members of the Commissioners' Court Galveston County Courthouse Galveston, Texas

March 1, 2011

Dear Judge Henry,
I hand you the following items for action at the meeting of Commissioners' Court on Tuesday
Submitted by Cliff Billingsley, County Auditor
Approval of Accounts Payable checks dated 3/8/11
Order for payroll period ending 3/2/11 Bi-Weekly #5

Submitted by Jeff Modzelewski, First Asst County Auditor - Accounting

Submitted by Ron Chapa, First Asst County Auditor - Internal Audit

Sincerely,

Cliff Billingsley, CPA County Auditor

AGENDA ITEM #1a

Invoice N	Number	Account Info		Amount
FUND: 110	1 General	Fund		
		•	_	
	VW 0000013	1 -300	Name: BAKER, STEPHEN W	
2/21-27/	11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	1,107 25
			Warrant Total:	1,107.25
Warrant #:	VW 0000013	9 Pavee	Name: BOB PAGAN FORD INC	
222897				
22293		1101177111 - 5423110	Administration Sheriff Dept - Auto Maintenance Fleet Mgmt-Galveston - Auto Maintenance	39 75
222934		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	740 72
222962		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	153 92
222975		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	345.52
223026		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	796 07 45 44
223038		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	684 00
223104		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	260 00
223111		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	579 79
223117		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	23 42
223160		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	76 72
223250		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	646 16
223303		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	201 41
223344		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	56 89
223359		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 37
223387		1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 44
			Warrant Total:	4,730.62
Warrant #:	VW 00000142	Payee :	Name: LONE STAR UNIFORMS INC	
201724				
202471		1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense Administration Sheriff Dept - Uniform Expense	585 00
202472		1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	3,052 95
202474		1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,935 00
			Warrant Total:	1,079 45 6,652.40
Warrent #	VW 00340371	l Warran I		0,032.40
		J J J	Name: ALAMO TITLE COMPANY	
799970		1101000010 - 4414012	General Government - County Clerk Refund of Fees	120 00
			Warrant Total:	120.00
Warrant #:	VW 00340375	Payee 1	Name: ALERT ALARM BURG AND FIRE PROT INC	
677998			Facilities Srvs & Maintenance - Contract Service	50.00
677999		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00 50 00
678000		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
678005		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 00
6 78409		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155 00
678440		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	155.00
678473		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
678491		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	130 00
678503		1101170100 - 5481000		155 00
678536		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	150 00
678551 678552		11011/0100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
678589		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
678599		1101170100 - 3481000	Facilities Srvs & Maintenance - Contract Service Facilities Srvs & Maintenance - Contract Service	250 00
678604		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
678612		1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 00 255 00
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Invoice Number	Account Info	Amoun
678617	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	
678624	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	
678656	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	
678658	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	. 5
678671	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	. 0
678672		
678685	COMMON COMMISSION	
678688	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 100 00
678693	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 70 00
678706	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 110 00
	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 165 00
678729	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 50.00
678734	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 50 00
678767	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 240 or
678830	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 50 no
679029	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 10 no
679182	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 50 00
679184	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 50 00
679189	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 50.00
679613	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 155 00
679645	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	t Service 155 00
679652	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	
679682	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	. ^
679701	1101170100 - 5481000 Facilities Srvs & Maintenance - Contrac	_
679713	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	_
679747	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	_
679762	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	
679763	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	
679795	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	
679804	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	_
679818	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	_
679823	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	_
679830	1101170100 - 5481000 Facilities Sivs & Maintenance - Contract	
679857	1101170100 - 5481000 Facilities Sivs & Maintenance - Contract	_
679863	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	
679878	1101170100 - 5481000 Facilities Srys & Maintenance - Contract	_
679879	1101170100 - 5481000 Facilities Srys & Maintenance - Contract	
679891	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 160 00
	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 100 00
679894	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 70 00
679899	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 110 00
679912	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 165 00
679939	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 50 00
679944	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 50 00
679980	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 240 00
680046	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 50.00
680071	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10 00
680128	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10 00
680143	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	
680176	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10 00
680178	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10.00
680203	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10 00
680204	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10 00
680205	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10 00
680206	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10.00
680207	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract	Service 10.00
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List of County Auditor's Approved Claims For Voucher Warrants Dated 03/08/2011

Invoice Number	Account Info	Amount
680208	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680209	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680210	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680211	1101170100 - 5481000 Facilities Srys & Maintenance - Contract Service	10 00
680212	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680213	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680215	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680216	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680217	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680221	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680223	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680224	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680265	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680277	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
680396	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
680397	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
680398	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
680403	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
680803	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
680834	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
680867	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130.00
680885	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130.00
680931	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
680944	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
680945	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00 75 00
680979	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	250 00
680988	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	85 00
680994	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	200.00
681002	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	255 00
681007	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
681014	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	120 00
681039	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	225 00
681045	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
681047	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	90.00
681061	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
681062	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	160 00
681074	1101170100 - 5481000 Facilities Srys & Maintenance - Contract Service	100 00
681077	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	70 00
681082	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	110 00
681095	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	165 00
681125	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.00
681160	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	240 00
681190	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	40 00
681219	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
681280	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
681311	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
681321	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
681323	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
681354	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
681436	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	00.01
	Warrant T	
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Warrant #: VW 00340379

Payee Name: AMBIT ENERGY LP

Invoice Number	Account Info		Amount
A2516556 A2524874		Indigent Care & Medication - Emergency Assistance Indigent Care & Medication - Emergency Assistance Warrant Total:	103 69 100 00 203.69
Warrant #: VW 00340	380 Payee !	Name: AMERICAN FENCE COMPANY INC	
1561571	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings Warrant Total:	190 40 190.40
	••-		190.40
Warrant #: VW 00340	,	Name: AMERIPOINT TITLE HOUSTON	
799673	1101000010 - 4414012	General Government - County Clerk Refund of Fees Warrant Total:	46 00 46.00
Warrant #: VW 00340	384 Payee l	Name: AMERIWASTE OF TEXAS LLC	
8826 030111	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service Warrant Total:	163 66 163.66
Warrant #: VW 00340	388 Payee l	Name: ARLAN'S MARKETS	
112032 113974		Indigent Care & Medication - Meals Indigent Care & Medication - Meals	30 00 29 18
		Warrant Total:	59.18
Warrant #: VW 00340	389 Payee I	Name: ARONOWITZ, MARK	
10CR1544 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	682 50 682.50
Warrant #: VW 00340	392 Payee l	Name: B.L. ALEXANDER ENTERPRISES INC	
8066	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings Warrant Total:	804 00 804.00
Warrant #: VW 00340	393 Payee l	Name: BACLIFF MUNICIPAL UTILITY DISTRICT	
10104121 022411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	201 24
10104330 022411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water Warrant Total:	15 08 216.32
Warrant #: VW 00340	307 Davies	Name: BENNETT, JAMES M	== 0.00
10CR1418 021611	•	Justice Administration - Court Apptd Atty Dist Courts	330 00
10CR3456 022411		Justice Administration - Court Apple Aity Dist Courts Justice Administration - Court Apple Aity Dist Courts	520 00
10CR3694 022411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
310305 022411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	130 00 1,727.50
	• • •	Warrant Total:	1,727.50
Warrant #: VW 00340	•	Name: BEST BUY STORES LP	
01034520110222	1101211121 - 5310000	Sheriff-Criminal Investigation - Supplies and Materials Warrant Total:	247 49 247.49
Warrant #: VW 00340	400 Payee 1	Name: BLEYL, AMY RUTH WILSON	
10CP0054 021711 11CP0003 021711		Justice Administration - Court Apptd Atty Dist Courts Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	260 00 500 50 760.50
			/60.30
Warrant #: VW 00340	•	Name: BOLIVAR PENINSULA SPECIAL UTILITY	222.5
10002205 021811		Facilities Srvs & Maintenance - Water	232 91
3/7/2011 11 20 03 AM DEI	LEON_A **Galv Cnty Production	ction** GALV_AUDIT_VW	Page 4

Invoice Number	Account Info		Amount
10002222 021811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
10002875 02211		Facilities Srvs & Maintenance - Water	69 35
10003863 022211		Facilities Srvs & Maintenance - Water	117 59
10004583 021511		Facilities Srvs & Maintenance - Water	69 35
10005389 022111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	205 02
		Warrant Total:	740.45
Warrant #: VW 003404	Payee	Name: BRAMS & ASSOCIATES INC	
08CR0333 021711	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases Warrant Total:	10,519 77 10,519.77
Warrant #: VW 003404	906 Payee	Name: BREAKERS, THE	
8801 MONTICELLO	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	100.00
Warrant #: VW 003404	Payee 1	Name: BRIGGS, LYNETTE	
10CR2870 021811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	416 00
		Warrant Total:	416.00
Warrant #: VW 003404	Payee 1	Name: BROOKSIDE EQUIP SALES INC	
IL20124	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	237 00
		Warrant Total:	237.00
Warrant #: VW 003404	Payee 1	Name: BROWN, ADAM BANKS	
10CR0806 022411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	208 00
		Warrant Total:	208.00
Warrant #: VW 003404	Payee 1	Name: BURAS LAW PLLC	
09CR3298 022411		Justice Administration - Court Apptd Atty Dist Courts	877 50
10CR0232 022411		Justice Administration - Court Apptd Atty Dist Courts	390 00
10CR0855 022411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	1,592.50
Warrant #: VW 003404	Payee	Name: BYNUM LAW OFFICE PLLC	
300143 110410	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	656 50
		Warrant Total:	656.50
Warrant #: VW 003404	Payee	Name; C AND H DISTRIBUTORS INC	
10870949	1101522020 - 5310000	Parks Department - Supplies and Materials	290 00
		Warrant Total:	290.00
Warrant #: VW 003404	Payee	Name: CARMONA, FRANK	
2/17-18/11	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	538 46
		Warrant Total:	538.46
Warrant #: VW 003404	120 Payee	Name: CARTER AND BURGESS INC	
F8W91602030211	•	Parks Department - Professional Services	7,500 00
		Warrant Total:	7,500.00
Warrant # VW 003404	Payee	Name: CARTER, BRIAN	
309063 021711	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 50
		Warrant Total:	162.50
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Invoice Number	Account Info			Amoun
rrant #: VW 003404	422 Payee I	Name: CDW GOVERNMENT INC		
WMR6405	1101126100 - 5310000	District Clerk - Supplies and Materials		101 64
			Warrant Total:	101.64
rrant #: VW 003404	423 Payee I	Name: CEDRICK L MUHAMMAD PC		
10CR2176 022211		Justice Administration - Court Apptd Att		780 00
JAIL DKT 021811	1101121000 - 5431230	Justice Administration - Court Apptd Att		950 00
			Warrant Total:	1,730.00
rrant #: VW 003404	424 Payee l	Name: CENTERPOINT ENERGY		
47167820 022811		Facilities Srvs & Maintenance - Gas		150 83
47167838 022811		Facilities Srvs & Maintenance - Gas		926 61
47632666 030211		Facilities Srvs & Maintenance - Gas		60 75
48091797 022511	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas		663 78
			Warrant Total:	1,801.97
rrant #: VW 003404	425 Payee I	Name: CENTERPOINT ENERGY		
48387435	1101443100 - 5447200	Indigent Care & Medication - Emergency	Assistance	46 98
			Warrant Total:	46.98
rrant #: VW 003404	429 Payee l	Name: CITY OF GALVESTON		
S0015207	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Exper	nse	15,861 87
	••••		Warrant Total:	15,861.87
rrant #: VW 003404	431 Payee I	Name: CITY OF GALVESTON		
450420	1101443100 - 5447200	Indigent Care & Medication - Emergency	/ Assistance	85 61
464580		Indigent Care & Medication - Emergency		98 95
			Warrant Total:	184.56
rrant #: VW 003404	433 Payee l	Name: CITY OF LA MARQUE		
160010854 022811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water		56 10
			Warrant Total:	56.10
rrant #: VW 003404	434 Payaa l	Name: CITY OF LA MARQUE		
0003415004 31811	•	Facilities Srvs & Maintenance - Water		141 72
160010852 022811		Facilities Srvs & Maintenance - Water		11 25
160010853 022811		Facilities Srvs & Maintenance - Water		7.95
			Warrant Total:	160.92
rrant #: VW 003404	435 Payee 1	Name: CITY OF LEAGUE CITY		
798017	•	General Government - County Clerk Refi	and of Fees	118 00
7,7001.7	1101000010 1771012	Control Covernment Country Close No.	Warrant Total:	118.00
rrant #: VW 00340	436 Payee	Name: CITY OF TEXAS CITY		
1960900 022811	•	Facilities Srvs & Maintenance - Water		126 37
1961000 022811		Facilities Srvs & Maintenance - Water		6 75
2349100 022811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water		50 97
			Warrant Total:	184.09
errant #: VW 00340	438 Payee	Name: CLARK, DIANE		
		Justice Administration - Court Apptd Att	v Diet Courte	39 00
00FD2055 021711				5, 00
00FD2055 021711 03FD0835 021011		Justice Administration - Court Apptd Att		130 00

Invoice Number	Account Info		Amount
05FD2982 021011	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	52 00
06FD2109 021011		Justice Administration - Court Apptd Atty Dist Courts	65 00
07FD1537 021011		Justice Administration - Court Apptd Atty Dist Courts	71 50
09FD1525 021011		Justice Administration - Court Apptd Atty Dist Courts	65 00
09FD2237 021011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
10CP0035 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
10CR3012 012711		Justice Administration - Court Apptd Atty Dist Courts	373 75
11CR0091 021011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	1,244.75
Warrant #: VW 003404	41 Payee I	Name: CLEMENTS, CLYDE WESLEY	
10CR2097 021711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	752 50
		Warrant Total:	752.50
Warrant #: VW 003404	Payee 1	Name: COBURN SUPPLY COMPANY INC	
313666448	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	44 99
		Warrant Total:	44.99
Warrant #: VW 003404	45 Payee	Name: COCHRAN, WINSTON E JR	
10CR3145 021711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75
11CR0483 022411		Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	438.75
Warrant #: VW 003404	46 Payee	Name: COKINS, RONALD	
1924 O 1/2 2	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	100.00
Warrant #: VW 003404	Payee 1	Name: COLLEGIATE APPAREL	
4201390600	1101121000 - 5310000	Justice Administration - Supplies and Materials	391 85
		Warrant Total:	391.85
Warrant #: VW 003404	Payee 1	Name: COLTZER, ROBERT G	
10CR1540 021811		Justice Administration - Court Apptd Atty Dist Courts	962 00
10CR2166 021811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,300 00
		Warrant Total:	2,262.00
Warrant #: VW 003404	Payee 1	Name: CONZ, GLORIA	
FEB 2011	1101451110 - 5481000	Senior Citizens - Contract Service	600 00
		Warrant Total:	600.00
Warrant #: VW 003404	Payee	Name: COOK, DAVID	
309386 022311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	243 75
		Warrant Total:	243.75
Warrant #: VW 003404	Payee 1	Name: COX, ELAINE	
FEB 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	<u> 160 14</u>
		Warrant Total:	160.14
Warrant # VW 003404	Payee	Name: CRESCENT ENGINEERING COMPANY INC	
L2542	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	356 00
L2559	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	70 93
		Warrant Total:	426.93

Invoice Number	Account Info		Amount
Warrant #: VW 00340	454 Payee	Name: DARROW LAW FIRM	
10CR2966 021111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	780 00 780.00
Warrant #: VW 00340	455 Payee	Name: DAVIS III, NEAL	
08CR2227 120210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	2,535 00 2,535.00
Warrant #: VW 00340	456 Pavee	Name; DIAZ, DEBBIE	
FEB 2011 MLG	•	Probate Court - Sullivan - Auto Mileage	178 50
1 25 2011 14120	1101122300 - 3470301	Warrant Total:	178.50
Warrant #: VW 00340	457 Payee	Name: DIAZ, MARK A	
10CR2604 022511 10CR3842 022211		Justice Administration - Court Apptd Atty Dist Courts Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	617 50 292 50 910.00
Warrant #: VW 00340	458 Poves	Name: DIRECT ENERGY LP	
3981707	•		100.00
4279767		Indigent Care & Medication - Emergency Assistance Indigent Care & Medication - Emergency Assistance	100 00 100 00
72/7/07	1101-13100 - 341/200	Warrant Total:	200.00
Warrant #: VW 00340	459 Pavee	Name: DISHER, DAVID A	
10CR3367 022411	•	Justice Administration - Court Apptd Atty Dist Courts	422 50
309072 022411		County Court #3 - Dupuy - Defense Atty Co Ct	208 00
		Warrant Total:	630.50
Warrant #: VW 00340	460 Payee	Name: DPI ENERGY LLC	
344923	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total;	100.00
Warrant #: VW 00340	461 Pavee	Name: DSG INC	
22220		Justice Administration - Contract Srv-Senate Bill 7	640 00
		Warrant Total:	640.00
Warrant #: VW 00340	462 Pavee	Name: DUCOTE, JAMES	
08FD1935 021611	•	County Court #1 - Grady - Defense Atty Co Ct	146 25
10CR3013 020811		Justice Administration - Court Apptd Atty Dist Courts	314 55
		Warrant Total:	460.80
Warrant #: VW 00340	463 Payee	Name: DUDLEY JR, RICHARD G	
08CR0333 121510	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	16,293 80
		Warrant Total:	16,293.80
Warrant #: VW 00340	466 Payee	Name: ENTERGY	
3499447 022411	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	183 90
3502451 022411		Facilities Srvs & Maintenance - Electricity	9 74
3504647 022411	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 10
		Warrant Total:	202.74
Warrant #: VW 00340	467 Payee	Name: FANNING AND FANNING PLLC	
10CR0671 022411		Justice Administration - Court Apptd Atty Dist Courts	682 50
7/7/2011 11 <mark>20 04 AM DE</mark> L	EON_A **Galv Cnty Produ	ction** GALV_AUDIT_VW	Page 8

Invoice Number	Account Info		Amount
		Warrant Total:	682.50
Warrant #: VW 003404	68 Payee I	Name: FANNING AND FANNING PLLC	
08CR1298 022311		Justice Administration - Court Apptd Atty Dist Courts	325 00
10CR3334 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	390 00 715.00
		···	713.00
Warrant #: VW 003404	•	Name: FAUS, SALVADOR	
10JV0224 022311 FEB 2011		Justice Administration - Court Apptd Atty Dist Courts Justice Administration - Court Apptd Atty Dist Courts	325 00 1,800 00
PED 2011	1101121000 - 5451250	Warrant Total:	2,125.00
Warrant #: VW 003404	70 Payas	Name: FEDEX CORP	,
735063968	•		20.72
733003908	1101114000 - 3310000	County Clerk - Supplies and Materials Warrant Total:	28 72 28.72
Warrant #: VW 003404	71 Pavas I	Name: FEROZ, MERCHANT	
10CR1263 022211	•	Justice Administration - Court Apptd Atty Dist Courts	666 35
10CR1203 022211	1101121000 - 3431230	Warrant Total:	666 25 666.25
Warrant #: VW 003404	(1) Daving	Name: FINEGAN, SAMUEL K	
	•		530.00
10CR2345 021811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	520 00 520.00
Warrant #: VW 003404	72 Dagge	Name: FIRST AMERICAN TITLE	
791268	•		11.00
791208	1101000010 - 4414012	General Government - County Clerk Refund of Fees Warrant Total:	11 00 11.00
Warrant #: VW 003404	174 Daylor	Name: FIRST CHOICE POWER	
	•		60.63
655001100587340 655001102054650C		Indigent Care & Medication - Emergency Assistance Indigent Care & Medication - Emergency Assistance	58 63 100 00
		Warrant Total:	158.63
Warrant #: VW 003404	775 Payee	Name: FLEETCOR TECHNOLOGIES DBA CHEVRON	
28753492	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	265 95
		Warrant Total:	265.95
Warrant #: VW 003404	177 Payee	Name: FORT PC, M. BRUCE	
10CR1623 020811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	546 00
308910 021111	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	208 00
		Warrant Total:	754.00
Warrant #: VW 003404	178 Payee	Name: FULK, GEORGE BYRON	
10CR0402 021811		Justice Administration - Court Apptd Atty Dist Courts	1,056 25
10CR2594 021811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	877 50 1,933.75
117	170		19200110
Warrant #: VW 003404	•	Name: FURLEIGH, FRANCIS W	201.70
DEC 2010 MLG JAN 2011 MLG		Veteran's Services - Auto Mileage Veteran's Services - Auto Mileage	224 70 110 67
THE THE PART OF THE PART OF		Warrant Total:	335.37

Invoice Number	Account Info			Amount
Warrant #: VW 003404	180 Payee	Name: G NEIL COMPANIES		
1624384 BAL	1101211133 - 5310000	Sheriff-Corrections - Supplies and Material		48 46
			Warrant Total:	48.46
Warrant #: VW 003404	182 Payee	Name: GALVESTON COUNTY WCID #1	L	
0060042003004	1101443100 - 5447200	Indigent Care & Medication - Emergency A	Assistance	94 12
140060019 022111		Facilities Srvs & Maintenance - Water		41 00
220024920 022811		Facilities Srvs & Maintenance - Water		282 10
220024924 022811		Facilities Srvs & Maintenance - Water		47 34
2300253700 22811	11011/0100 - 5421100	Facilities Srvs & Maintenance - Water	357 MD 4-3	47 34
			Warrant Total:	511.90
Warrant #· VW 003404	Payee	Name: GALVESTON COUNTY WCID #8	•	
12024000 21711		Facilities Srvs & Maintenance - Water		11 81
217600 021711	1101170100 - 5421100	Facilities Srvs & Maintenance - Water		306 41
			Warrant Total:	318.22
Warrant #: VW 003404	185 Payee	Name: GARRETT LAW FIRM, THE		
10CR3020 032811	1101121000 - 5431230	Justice Administration - Court Apptd Atty I	Dist Courts	292 50
10CR3352 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty I	Dist Courts	184 15
			Warrant Total:	476.65
Warrant #: VW 003404	188 Payee	Name: GELB, JEFFREY		
10CR2001 021611	1101121000 - 5431230	Justice Administration - Court Apptd Atty I	Dist Courts	731 25
10CR3747 022311		County Court #1 - Grady - Defense Atty Co		487 50
		·	Warrant Total:	1,218.75
Warrant #: VW 003404	189 Payee	Name: GHG CORPORATION		
17901	1101159100 - 5481000	Information Technology - Contract Service		475 00
			Warrant Total:	475.00
Warrant #: VW 003404	190 Payee	Name: GHOGOMU, WILLIAM T		
309015 022211	•	County Court #3 - Dupuy - Defense Atty Co	o Ct	130 00
		The state of the s	Warrant Total:	130.00
Warrant #: VW 003404	101 Payee 1	Name: GILLMAN, MICHAEL DAVID		
10CR1724 021611	•		D-1 C-1 1-	747.60
10CR1724 021611 10CR2988 021611		Justice Administration - Court Apptd Atty I Justice Administration - Court Apptd Atty I		747 50 1,121 25
10012700 021011	1101121000 5151250	Tustice Frankishadou Court Appea Atty I	Warrant Total:	1,868.75
Wannand #4 3/33/003/0	10E Barra 1	N		-,
Warrant #: VW 003404	•	Name: GOLDSBERRY & ASSOCIATES		
10CP0124 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty I		97 50
			Warrant Total:	97.50
Warrant #: VW 003404	196 Payee	Name: GOVERNMENT FINANCE OFFIC	CERS ASSO.	
GFOA 2011	1101151300 - 5498000	County Auditor - Membership And Dues		725 00
			Warrant Total:	725.00
Warrant #: VW 003404	197 Payee	Name: GRACE CO		
64590	1101522020 - 5424000	Parks Department - Maint & Repairs Buildi	ngs	389 00
			Warrant Total:	389.00

Invoice Number	Account Info			Amount
Warrant #: VW 003404	98 Payee	Name: GRACIA, JOEL		
1219 9TH AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency		100 00
			Warrant Total:	100.00
Warrant #: VW 003404	99 Payee	Name: GRAHAM, CARMEN A		
JAIL DKT 022511	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty	Co Ct #2 Warrant Total:	950 00 950.00
Warrant #: VW 003405	01 Payee	Name: GULF COAST CENTURY		
84002 84007		County Clerk - Supplies and Materials District Attorney - Supplies and Materials		114 00 375 00 489.00
			Waltaut Iofai:	407.00
Warrant #: VW 003405		Name: H R M SUPPLY		
1018	1101522020 - 5310000	Parks Department - Supplies and Materials	S Warrant Total:	300 00 300.00
Warrant #: VW 003405	04 Payee	Name: HALFF ASSOCIATES		
H149086	1101522020 - 5410000	Parks Department - Professional Services	Warrant Total:	2,017 40 2,017.40
Warrant #: VW 003405	07 Payee	Name: HCMS		
OVERPYMT 796657	1101000010 - 4414012	General Government - County Clerk Refu	nd of Fees Warrant Total:	16 00 16.00
Warrant #: VW 003405	08 Pavee	Name: HEAT TRANSFER SOLUTIONS	INC	
53768 53775	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Facilities Srvs & Maintenance - Maint & F	Repairs Buildings	520 00 1,027 50 1,547.50
Warrant #: VW 003405	09 Pavee	Name: HENRY, THERESA		
09CR3681 022411	3	Justice Administration - Court Apptd Atty	Dist Courts Warrant Total:	715 00 715.00
Warrant #: VW 003405	11 Pavee	Name: HERNANDEZ, SUSAN		
FEB 2011 MLG	•	Administration Sheriff Dept - Auto Mileag	ge Warrant Total:	40 29 40.29
Warrant #: VW 003405	14 Pavee	Name: HOME DEPOT		
6593173 8083566	1101522020 - 5424000	Parks Department - Maint & Repairs Build Parks Department - Maint & Repairs Build	~	8 09 88 36 96.45
Warrant #: VW 003405	15 Payee	Name: HOUSTON EQUIPMENT COMP	ANY	
179888	1101126100 - 5310000	District Clerk - Supplies and Materials		108 00 108.00
Warrant #: VW 003405	18 Pavee	Name: HULL & ASSOCIATES P.C.		
	•	General Government - County Clerk Refu	nd of Fees Warrant Total:	5 00 5.00
Warrant #: VW 003405	19 Payee	Name: HVAC MECHANICAL SERVICE	ES OF TEXAS LTD	

Invoice Number	Account Info		Amount
504267/50563	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service Warrant Total:	10,769 70 10,769.70
Warrant #: VW 003405	520 Payee l	Name: IBRAHIM & ELLIOTT LLP	
09CR1909A 021711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	260 00 260.00
Warrant #: VW 003405	521 Payee	Name: INFOSAT COMMUNICATIONS	
44266	1101159100 - 5492111	Information Technology - Telephone Cellular Warrant Total:	43 32 43.32
Warrant #: VW 003405	522 Payee	Name: INSIGHT PUBLIC SECTOR	
1100191975	1101159100 - 5423500	Information Technology - Maintenance of Software Warrant Total:	20,155 01 20,155.01
Warrant #: VW 003405	Payee 1	Name: JACKSON, CALVIN C	
10CR1075 021611 10CR2382 022311		Justice Administration - Court Apptd Atty Dist Courts Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	780 00 505 00 1,285.00
Warrant #: VW 003405	526 Payee	Name: JACKSON, ERIN LARENA	
10CR3646 022511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	439 95 439.95
Warrant #: VW 003405	528 Payee l	Name: JAROTH INC	
253498	1101159100 - 5492101	Information Technology - Telephone Expense Warrant Total:	78 00 78.00
Warrant #: VW 003405	529 Payee	Name: JIMENEZ, JOAQUIN	
10CR1972 022411 310023 022411		Justice Administration - Court Apptd Atty Dist Courts County Court #3 - Dupuy - Defense Atty Co Ct Warrant Total:	721 50 260 00 981.50
Warrant #: VW 003405	Payee 1	Name: JOHNSTON LLC	
1031	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings Warrant Total:	2,900 00 2,900.00
Warrant #: VW 003405	Payee	Name: JONES LAW FIRM	
10CR2337 011411 307049 012611		Justice Administration - Court Apptd Atty Dist Courts County Court #2 - Roberts - Defense Atty Co Ct #2 Warrant Total:	195 00 429 50 624.50
Warrant #: VW 003405	Payee	Name: KEMAH HARDWARE AND SUPPLY	
472014 472015		Parks Department - Grounds Maintenance Parks Department - Grounds Maintenance Warrant Total:	588 00 201 00 789.00
Warrant #: VW 003405	Payee	Name: KIESCHNICK, JONATHAN C	
10CR3834 022511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	162 50 162.50
Warrant #: VW 003405	541 Payee	Name: KLEEN JANITORIAL SUPPLY COMPANY	

Invoice Number	Account Info		Amount
1292 1304	1101522020 - 5310000 1101451110 - 5310000	Parks Department - Supplies and Materials Senior Citizens - Supplies and Materials	1,539 92 267 00
			nt Total: 1,806.92
Warrant #: VW 003405	43 Payee	Name: KUTSCHKE, MELINDA	
10CR0470A 022311 10CR0780A 021011 10CR1357 020311 10CR1572 020211	1101121000 - 5431230 1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Court Warran	rts 217 50 rts 520 00
Warrant #: VW 003405	44 Payee 1	Name: LANSDOWNE MOODY CO LP	
EW027224	1101522020 - 5310001	Parks Department - Depart Supplies-Non Cap FFE Warran	6,400 00 6,400.00
Warrant #: VW 003405	45 Payee 1	Name: LANSDOWNE MOODY CO LP	
IW62403 IW63166		Parks Department - Maint/Repairs Equipment Parks Department - Maint/Repairs Equipment Warrai	1,114 20 240 53 nt Total: 1,354.73
Warrant #: VW 003405	47 Payee 1	Name: LAW FIRM OF TOT KIM LE	
10CR0304A 021711 11CR0142 021711 306142 021711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Court Justice Administration - Court Apptd Atty Dist Court County Court #1 - Grady - Defense Atty Co Ct Warran	
Warrant #: VW 003405	48 Payee	Name: LAW OFFICE OF CS HALL PLLC	
302401 022211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct Warrai	472 19 472.19
Warrant #: VW 003405	49 Payee	Name: LAW OFFICE OF DONNA L LELEUX	
10CP0085 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Court Warrai	rts <u>65 00</u> rt Total : 65.00
Warrant #: VW 003405	50 Payee I	Name: LAW OFFICE OF DONNA L LELEUX	
09CP0100 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Court Warran	rts 65 00 nt Total: 65.00
Warrant #: VW 003405	51 Pavee	Name: LAW OFFICE OF MICHAEL RUSSO PL	LC
11CR0010 022511	•	Justice Administration - Court Apptd Atty Dist Court	
Warrant #: VW 003405	52 Payee	Name: LAW OFFICE OF PAUL B KENNEDY	
JAIL DKT 022511	•	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00 nt Total: 950.00
Warrant #: VW 003405	53 Payee	Name: LCR-M LIMITED PARTNERSHIP	
9187002 9203805	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings Parks Department - Maint & Repairs Buildings	143 60 321 83 nt Total: 465.43
Warrant #· VW 003405	55 Payee	Name: LIGGIOS TIRE AND SERVICE CENTER	INC

Invoice Number	Account Info			Amount
175933 175939		Administration Sheriff Dept - Auto Mainte Administration Sheriff Dept - Auto Mainte		28 00 75 39 103.39
Warrant #: VW 0034055	56 Pavee l	Name: LISTER PLUMBING		
	•			
031006	1101522020 - 5737812	Parks Department - Bayshore Septic Upgra	de Warrant Total:	2,832 00 2,832.00
Warrant #: VW 0034055	57 Payee 1	Name: LIVING EARTH		
1359332IN	1101522020 - 5428000	Parks Department - Grounds Maintenance		632 40
		•	Warrant Total:	632.40
TT TYTT AAA AAR	to "	A HARACO WA PROMISE		
Warrant #: VW 0034055	58 Payee	Name: LIVING EARTH		
1359335IN		Parks Department - Grounds Maintenance		610 90
1361082IN	1101522020 - 5428000	Parks Department - Grounds Maintenance		610 90
			Warrant Total:	1,221.80
Warrant #: VW 0034056	60 Payee 1	Name: LORI A BOTELLO ATTORNEY	AND COUNSELOR	
303593 022211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co	o Ct	682 50
		•	Warrant Total:	682.50
Warrant #: VW 0034056	K1 Davas I	Name; LOVE, PAUL		
	•			
07CR2825 021611	1101121000 - 5431230	Justice Administration - Court Apptd Atty	-	97 50
			Warrant Total:	97.50
Warrant #: VW 0034056	62 Payee 1	Name: LSI TITLE AGENCY, INC		
OVERPYMT 791084	1101000010 - 4414012	General Government - County Clerk Refun	nd of Fees	8 00
			Warrant Total:	8.00
Warrant #: VW 0034056	64 Payee 1	Name: MAINLAND PHARMACY		
021061 012811	•	Indigent Care & Medication - Drugs & Me	dicine	66 96
021001 012011	1101443100 - 3447400	margem care at Medication - Drugs at Me	Warrant Total:	66.96
XXI 4.4. X7XX 602.4054	<i>CE</i>	N MALONEV & DADUS IID	,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, 	
Warrant #: VW 0034050	•	Name: MALONEY & PARKS LLP		
09CR2780 022211		Justice Administration - Court Apptd Atty		395 00
09CR3904 012111		Justice Administration - Court Apptd Atty		1,722 50
10CR1240 013111 10CR3548 020211		Justice Administration - Court Apptd Atty Justice Administration - Court Apptd Atty		910 00 292 50
311719 021811		County Court #3 - Dupuy - Defense Atty C		195 00
311758 021811		County Court #3 - Dupuy - Defense Atty C		195 00
312192 022411		County Court #2 - Roberts - Defense Atty		390 00
			Warrant Total:	4,100.00
Warrant #: VW 0034050	66 Daysa	Name: MARION, WILLIAM DAVID		
	•			
09CP0072 022011		Justice Administration - Court Apptd Atty		52 00
10CP0028 020811		Justice Administration - Court Apptd Atty		32 50 65 00
10CP0045 022011 10CP0050 022011		Justice Administration - Court Apptd Atty Justice Administration - Court Apptd Atty		65 00 65 00
10CP0054 022011		Justice Administration - Court Apple Atty		58 50
10CP0077 022011		Justice Administration - Court Apptd Atty		110 50
10CP0085 021711		Justice Administration - Court Apptd Atty		45 50
10CP0119 020811		Justice Administration - Court Apptd Atty		78 00

Invoice Number	Account Info			Amount
11CP0005 021711	1101121000 - 5431230	Justice Administration - Court Apptd Atty I	hist Courts	84 50
11CP0012 022011		Justice Administration - Court Apptd Atty I		292 50
11CP0014 022011		Justice Administration - Court Apptd Atty I		97 50
11CP0015 022011		Justice Administration - Court Apptd Atty I		58 50
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			Warrant Total:	1,079 00
Warrant #: VW 003405	69 Payee 1	Name: MARTIN, THOMAS A		
10CR3398 012211	1101121000 - 5431230	Justice Administration - Court Apptd Atty E	Dist Courts Warrant Total:	65 00 65.00
Warrant #: VW 003405	70 Pavee I	Name: MARTY'S CITY AUTO INC		
711				# (2.20
711	1101211101 - 3423110	Administration Sheriff Dept - Auto Mainten	ance Warrant Total:	562 20 562.20
Warrant #: VW 003405	71 Payee 1	Name: MASSEY, JULIE		
1/18-21/11 RMB	1101610200 - 5495100	County Extension - Education		74 65
		•	Warrant Total:	74,65
Warrant #: VW 003405	72 Payee l	Name: MASTER WORD SERVICE INC		
39922	1101121000 - 5431101	Justice Administration - Professional Srv In	terpreter	1,908 20
			Warrant Total:	1,908.20
Warrant #: VW 003405	74 Payee 1	Name: MATTHEW JONATHAN MENDE	L PHD PC	
08CR0333 021111	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-C	apital Cases Warrant Total:	3,000 00 3,000.00
Warrant #: VW 003405	76 Payee	Name: MCCARNES, LOIS		
10CR1889 022311	1101121000 - 5431230	Justice Administration - Court Apptd Atty L	Dist Courts	568 00
10CR3237 021711		Justice Administration - Court Apptd Atty I		308 75
312098 022311	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co	o Ct	97 50
			Warrant Total:	974.25
Warrant #: VW 003405	81 Payee l	Name: MILLS SHIRLEY LLP		
07CP0001 022811	1101121000 - 5431230	Justice Administration - Court Apptd Atty I	Dist Courts	208 00
		**	Warrant Total;	208.00
Warrant #: VW 003405	84 Payee 1	Name: MUNRO'S UNIFORM SERVICES	LTD	
27187	1101522020 - 5426106	Parks Department - Uniform Leasing		20 50
27189		Parks Department - Contract Service		9 46
		•	Warrant Total:	29.96
Warrant #: VW 003405	Payee	Name; MURRAY, JASON		
020911 RMB	1101126100 - 5310000	District Clerk - Supplies and Materials		212 45
		••	Warrant Total:	212.45
Warrant #: VW 003405	86 Payee	Name: NATIONAL COLLEGE OF PROB	ATE JUDGES	
2011 DUES SULLIV	1101122300 - 5431111	Probate Court - Sullivan - Statutory Probate	Court Exp	150 00
5/11-14/11 SULLI		Probate Court - Sullivan - Statutory Probate	-	350 00
			Warrant Total:	500.00
Warrant #: VW 003405	Payee	Name: NICKELSON, LINDA J		

Invoice Number	Account Info		Amount
08CR3417 021811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	289 25
10CR0434 020711		Justice Administration - Court Apptd Atty Dist Courts	1,353 95
308083 022311		County Court #1 - Grady - Defense Atty Co Ct	130 00
	11011111100 0 1011111	Warrant Total:	1,773.20
Warrant #: VW 0034058	89 Payee i	Name: NORTHERN TOOL EQUIPMENT COMPANY	
23383996	1101522020 - 5310001	Parks Department - Depart Supplies-Non Cap FFE	871 04
		Warrant Total:	871.04
Warrant #: VW 0034059	90 Payee i	Name: NRG ENERGY INC	
13793880	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	100.00
Warrant #: VW 0034059	Payee 1	Name: OFFICE DEPOT INC	
553499203001	1101223400 - 5310000	Constable Pct #4 - Fullen - Supplies and Materials	4 06
553499280001		Constable Pct #4 - Fullen - Supplies and Materials	19 31
		Warrant Total:	23.37
Warrant #: VW 0034059	93 Pavee 1	Name: ONEOK INC	
	•		1// 00
117946945 022311 140526600 022311		Facilities Srvs & Maintenance - Gas Facilities Srvs & Maintenance - Gas	166 90
14057664 022311		Facilities Srvs & Maintenance - Gas	609 94 15 00
163076745 022311		Facilities Srvs & Maintenance - Gas	4,623 43
164634518 021711		Facilities Srvs & Maintenance - Gas	22,398 88
165199073 021711		Facilities Srvs & Maintenance - Gas	4,502 51
165339436 021711		Facilities Srvs & Maintenance - Gas	2,241 01
23517809 021711		Facilities Srvs & Maintenance - Gas	701 27
		Warrant Total:	35,258.94
Warrant #: VW 0034059	94 Payee	Name: ORTEGO, ELLIS J.	
OVERPYMT 795610	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
	- ·	Warrant Total:	8.00
Warrant #: VW 0034059	95 Payee	Name: OTIS ELEVATOR CO CORP	
TG04457311	•	Facilities Srvs & Maintenance - Maintenance Contracts	2,774 82
1004-37511	1101170100 - 3423701	Warrant Total:	2,774.82
Warrant #: VW 0034059	96 Payee i	Name: OWEN ELECTRIC SUPPLY	
3975431739	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	124 20
		Warrant Total:	124.20
Warrant #: VW 0034060	01 Payee	Name: PENINSULA SEPTIC SERVICE INC	
55323	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,200 00
00024	710704420 2141000	Warrant Total:	1,200.00
Warrant #: VW 003406	02 Payee	Name: PESTMASTER SERVICES INC	
7848	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
78 49		Facilities Srvs & Maintenance - Contract Service	175 25
7850	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
7851		Facilities Srvs & Maintenance - Contract Service	39.83
7852		Facilities Srvs & Maintenance - Contract Service	55 19
7853	11011/0100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83

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101170100 - 5481000		1101170100 - 5481000 Facilities Srvs & Maintenance - Contra	t Service	39
7860		1101170100 - 5481000 Facilities Srvs & Maintenance - Contra	t Service	39
7861 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 30 7896 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 200 7900 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 59 7900 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 59 7914 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 839 7915 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 839 7915 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 55 7916 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 55 7937 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 57 7937 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 44 7931 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 44 7932 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 39 7933 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7934 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7934 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7936 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7942 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7936 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7942 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7942 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7942 1101179100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7942 7942 7942 7942 7944		1101170100 - 5481000 Facilities Srvs & Maintenance - Contra	t Service	75
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7900 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 34 7908 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 59 7914 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 155 7915 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 155 7916 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 155 7917 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 195 7930 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 44 7931 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 44 7932 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 39 7933 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 39 7934 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 175 7935 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 175 7936 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 175 7942 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 7942 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 7942 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 7942 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 7942 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 7943 11010137811 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 7944 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 795 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 796 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 797 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 798 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 798 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Service 180 799 1101170100 - 5481000 Facilities Sivs & Maintenance - Contract Serv		1101170100 - 5481000 Facilities Srvs & Maintenance - Contra	t Service	39
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1930		1101170100 - 3481000 Facilities Srvs & Maintenance - Contra	Service	
101170100 - 5481000 Facilities Srys & Maintenance - Contract Service 44		1101170100 - 5481000 Facilities Sivis & Maintenance - Contra	Service	
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7936 7942 1101170100 - 5481000 7942 1101170100 - 5481000 7942 1101170100 - 5481000 7942 1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service Warrant Total: 3,305. **Warrant #: VW 00340603 **Payee Name: PESTMASTER SERVICES INC 8083 1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service Warrant Total: **Warrant Total: **Warrant #: VW 00340604 **Payee Name: PITNEY BOWES 3110103FB11 1101159100 - 5426100 Information Technology - Equipment Rental/Lease Warrant Total: **Warrant #: VW 00340605 **Payee Name: POST BUCKLEY SCHUH & JERNIGAN INC 1103643 1101190100 - 5481000 County Engineer - Contract Service 1.144. **Warrant Total: Warrant #: VW 00340606 **Payee Name: POWELL, SUSAN 309844 021811 1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct Warrant Total: **Warrant #: VW 00340608 **Payee Name: PRIDE, THERESA RFD PRMT 6498 1101000050 - 4471011 Culture and Recreation - User Fees - Carbide Park Warrant Total: **Warrant Total: Varrant #: VW 00340609 **Payee Name: PRINTECH INC IN57125 1101159100 - 5481000 Information Technology - Contract Service 1.000.6 Warrant Total: Varrant #: VW 00340610 **Payee Name: PUBLIC SERVICE APPAREL 1609 1101223700 - 5312101 Constable Pet #7 - Matranga - Uniform Expense 333 7		1101170100 = 5481000 Facilities Sive & Maintenance - Contract	Service	
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Warrant Total: 3,312.5 Warrant Total: 3,312.5 Warrant #: VW 00340605 Payee Name: POST BUCKLEY SCHUH & JERNIGAN INC				
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1103643 1101190100 - 5481000 County Engineer - Contract Service 1,144.5			Warrant Total:	3,312.5
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Warrant Total: 1,144.5	1103643			1 144 4
Warrant #: VW 00340606 Payee Name: POWELL, SUSAN 309844 021811 1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct 71.2 Warrant Total: 71.2 Warrant #: VW 00340608 Payee Name: PRIDE, THERESA RFD PRMT 6498 1101000050 - 4471011 Culture and Recreation - User Fees - Carbide Park 200.0 Warrant Total: 200.0 Warrant Total: 1,000.0 Warrant Total:		and the second of the second o	Warrant Total:	
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Warrant Total: 200.0 Varrant #: VW 00340609 Payee Name: PRINTECH INC IN57125 1101159100 - 5481000 Information Technology - Contract Service 1,000.0 Warrant Total:	Warrant #: VW 00340	608 Payee Name: PRIDE, THERESA		
Warrant Total: 200.0 Varrant #: VW 00340609 Payee Name: PRINTECH INC IN57125 1101159100 - 5481000 Information Technology - Contract Service 1,000.0 Warrant Total: 1,000.0 Warrant Total: 1,000.0 Warrant Total: 1,000.0 Warrant #: VW 00340610 Payee Name: PUBLIC SERVICE APPAREL 1609 1101223700 - 5312101 Constable Pct #7 - Matranga - Uniform Expense 333.7 2011111 20.05 AMIDELEON ALTECON Cata Product and CALVA AMIDELEON ALTECON Cata Product and CALVA AMIDELEON ALTECON Cata Product and CALVA AMIDELEON ALTECON Cata Product and CALVA AMIDELEON ALTECON Cata Product and CALVA AMIDELEON ALTECON Cata Product and CALVA AMIDELEON ALTECON Cata Product and CALVA AMIDELEON ALTECON CATA Product and CALVA AMIDELEON ALTECON CATA PRODUCT ALTECON	RFD PRMT 6498	1101000050 - 4471011 Culture and Recreation - User Fees - Ca	ude Park	200.0
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	2011 11 20 05 AM DEI	EON_A **Galv Cnty Production** GALV_AUDIT_VW		Page 17

Invoice Nu	ımber	Account Info			Amoun
				Warrant Total:	333.75
Warrant #:	VW 0034061	l Payee	Name: QUINTANILLA, DONNIE		
09CR0866	6 021611	1101121000 - 5431230	Justice Administration - Court Apptd Atty	Dist Courts	390 00
				Warrant Total:	390.00
Warrant #:	VW 0034061	7 Payee !	Name: ROELL, HOLLY C		
10CR3587	7 022511	1101121000 - 5431230	Justice Administration - Court Apptd Atty	Dist Courts	490 7
				Warrant Total:	490.7
Warrant #:	VW 0034061	9 Payee	Name: RUSSELL, GREG		
10CR3843	3 021111	1101121000 - 5431230	Justice Administration - Court Apptd Atty	Dist Courts	130 0
JAIL DKT	Γ 022511	1101121000 - 5431230	Justice Administration - Court Apptd Atty	Dist Courts	950 0
				Warrant Total:	1,080.0
Warrant #:	VW 0034062	0 Payee 1	Name: SAN LEON MUNICIPAL UTILIT	TY DIST	
10351090	02 02281	1101170100 - 5421100	Facilities Srvs & Maintenance - Water		33 1
10353195	022811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water		33 1
				Warrant Total:	66.3
Warrant #:	VW 0034062	1 Payee 1	Name: SAN LEON MUNICIPAL UTILIT	TY DIST	
10451795	04	1101443100 - 5447200	Indigent Care & Medication - Emergency	Assistance	76.7
				Warrant Total:	76.7
Warrant #:	VW 0034062	Payee 1	Name: SANTA FE AUTO PARTS INC		
44018		1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenanc	e	153 0
44021		1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	е	7 98
44346		1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	e	31 9
45412			Fleet Mgmt-Galveston - Auto Maintenanc		321 3
45535			Fleet Mgmt-Galveston - Auto Maintenance		21 4.
45552			Fleet Mgmt-Galveston - Auto Maintenance		26 5
527361B			Parks Department - Maint/Repairs Equipm		43 6
527510B			Parks Department - Maint/Repairs Equipm		4 3
527874B			Parks Department - Maint/Repairs Equipm		152 7
528067B			Parks Department - Maint/Repairs Equipm		289 2
528286B			Parks Department - Maint/Repairs Equipm		31 9
528405B			Parks Department - Maint/Repairs Equipm		18 17
528477B			Parks Department - Maint/Repairs Equipm		69 3
528632B			Parks Department - Maint/Repairs Equipm		22 4
528713B 528740B			Parks Department - Maint/Repairs Equipm Parks Department - Maint/Repairs Equipm		9 1
529023B					3 10
529257B			Parks Department - Maint/Repairs Equipm Parks Department - Maint/Repairs Equipm		3 50 94 4
529346B			Parks Department - Maint/Repairs Equipm		22 3
327340 D		1101322020 - 3423000	i aiks Department - Mantie Repairs Equipit	Warrant Total:	1,326.89
Warrant #:	VW 0034062	4 Pavee	Name: SEARS & BENNETT LLP		,
10CR1899		•	Justice Administration - Court Apptd Atty	Dist Courts	1,512 30
10CR2749			Justice Administration - Court Apptd Atty		845 0
		 -		Warrant Total:	2,357.30
Warrant #•	VW 0034062	5 Payee	Name: SHARDEN INC		
2205 9TH	AVEN	1101443100 - \$447200	Indigent Care & Medication - Emergency	A	100 0
			ction** GALV_AUDIT_VW	Assistance	100 00

Invoice Nu	mber	Account Info		Amount
			Warrant Total:	100.00
Warrant #:	VW 00340628	Payee 1	Name: SIGN SHOP INC, THE	
6958		1101522020 - 5310000	Parks Department - Supplies and Materials Warrant Total:	1,187 00 1,187.00
Warrant #:	VW 00340629	Payee 1	Name: SIMISKEY, STANLEY A.	
10CR3621 306202 02			Justice Administration - Court Apptd Atty Dist Courts County Court #1 - Grady - Defense Atty Co Ct Warrant Total:	97 50 97 50 195.00
Warrant #:	VW 00340630	Payee i	Name: SIMMONS, MARILYN H	
021611 Re 022111 To 11/18,12/1	OLLS	1101610200 - 5423110	County Extension - Membership And Dues County Extension - Auto Maintenance County Extension - Education Warrant Total:	26 50 12 00 188 45 226.95
Warrant #:	VW 00340632	Pavee i	Name: SOLIS, SUSAN RYAN	
10CP0027 11CP0017		1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	791 40 208 00 999.40
Warrant #:	VW 00340634	Payee 1	Name: SOUTHERN KEYS	
10CR1726	6 021411	1101121000 - 5416000	Justice Administration - Prof Serv Investigators Warrant Total:	980 00 980.00
Warrant #:	VW 00340638	Payee 1	Name: STARTEX TITLE/FED EX	
798961		1101000010 - 4414012	General Government - County Clerk Refund of Fees Warrant Total:	20 00 20.00
Warrant #:	VW 00340639	Payee 1	Name: STARTEX TITLE/FED EX	
797384		1101000010 - 4414012	General Government - County Clerk Refund of Fees Warrant Total:	40 00 40.00
Warrant #:	VW 00340640	Payee	Name: STARTEX TITLE	
796947		1101000010 - 4414012	General Government - County Clerk Refund of Fees Warrant Total:	<u>8 00</u>
Warrant #:	VW 00340642	Payee	Name: STEVE'S WAREHOUSE TIRES	
67193 67267 67304 67379 67405 67407		1101211101 - 5423110 1101211101 - 5423110 1101211101 - 5423110 1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance Warrant Total:	25 00 15 00 15 00 12 50 12 50 92.50
Warrant #:	VW 00340643	Payee :	Name: STEVEN-SHARON CORPORATION	
37302100	0	1101522020 - 5421400	Parks Department - Refuse Disposal Warrant Total:	130 80 130.80
Warrant #:	VW 00340644	l Payee	Name: STEVENS, MARK W	

Invoice Number	Account Info		Amount
08CR2805 021811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts Warrant Total:	234 <u>00</u> 234.00
Warrant #: VW 00340	646 Payee	Name: STREAM ENERGY	
1116236386	•	Indigent Care & Medication - Emergency Assistance	100 00
1196514662		Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	200.00
Warrant #: VW 00340	647 Payee	Name: SUHLER, DAVID	
JAIL DKT 021811	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	950.00
Warrant #: VW 00340	649 Payee	Name: SUN COAST RESOURCES INC	
90839303	•	Fleet Mgmt-Galveston - Auto Fuel Expense	4,028 11
90839344		Fleet Mgmt-Galveston - Auto Fuel Expense	3,259 00
90841906		Fleet Mgmt-Galveston - Auto Fuel Expense	2,311 05
		Warrant Total:	9,598.16
Warrant #: VW 00340	650 Pavee	Name: SUNFLOWER FOODS LTD	
12926	•	County Engineer - Contract Service	235 30
12720	1101170100 - 5401000	Warrant Total:	235,30
			255,50
Warrant #: VW 00340	651 Payee	Name: SUNGARD PUBLIC SECTOR INC	
26184	1101211143 - 5310000	Patrol Division - Supplies and Materials	10 15
		Warrant Total:	10.15
Warrant #: VW 00340	653 Payee	Name: TEXAS AGRILIFE EXTENSION	
A101174	11011111103 - 5496100	County Commissioner-Pct 3 - Travel	200 00
		Warrant Total:	200.00
Warrant #: VW 00340	654 Payee	Name: TEXAS COLLEGE OF PROBATE JUDGES	
3/11 DIAZ	1101122300 - 5431111	Probate Court - Sullivan - Statutory Probate Court Exp	325 00
3/11 EWING	1101122300 - 5431111	Probate Court - Sullivan - Statutory Probate Court Exp	325 00
3/11 GRANDY		Probate Court - Sullivan - Statutory Probate Court Exp	325 00
3/11 SULLIVAN		Probate Court - Sullivan - Statutory Probate Court Exp	325 00
3/11 WELSH	1101122300 - 5431111	Probate Court - Sullivan - Statutory Probate Court Exp	325 00
		Warrant Total:	1,625.00
Warrant #: VW 00340	655 Payee	Name: TEXAS DEPARTMENT OF PUBLIC SAFETY	
CR110100175		County Clerk - Supplies and Materials	4 00
CR110110164		County Clerk - Supplies and Materials	2 00
CR110120160	1101114000 - 5310000	County Clerk - Supplies and Materials	1 00
		Warrant Total:	7.00
Warrant #: VW 00340	657 Payee	Name: TEXAS GANG INVESTIGATORS ASSO	
15740 CREECH	1101211121 - 5495100	Sheriff-Criminal Investigation - Education	200 00
		Warrant Total:	200.00
Warrant #: VW 00340	658 Payee	Name: TEXAS LAW & PSYCHIATRY PLLC	
10CR2486 020411	1101121000 - 5412115	Justice Administration - Psychological Exam	1,200 00
10CR3692 021111		Justice Administration - Psychological Exam	1,200 00
		Warrant Total:	2,400.00
		otton##ICATY AUDIT TAU	

Invoice Number	Account Info		Amount
Warrant #: VW 003406	660 Payee	Name: TORRES, ROBERTO	
05FD0891 021611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	178 75
05FD1861 021611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	211 25
08FD0484 021611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	162 50
		Warrant Total:	552.50
Warrant #: VW 003406	Payee	Name: TREE-MENDUS	
CARBIDE PK 21411		Parks Department - Forestry Services	1,050 00
CARBIDE PK 30411		Parks Department - Forestry Services	400 00
RUNGE PK 12811		Parks Department - Forestry Services	350 00
WH PARK 123010		Parks Department - Forestry Services	1,375 00
WH PARK 12811	1101522020 - 5428010	Parks Department - Forestry Services Warrant Total:	775 00 3,950.00
Warrant #: VW 003406	S6A Daves		2,500.00
100006064555	•	Name: TXU ENERGY RETAIL COMPANY LP	100.00
10000004333		Indigent Care & Medication - Emergency Assistance Indigent Care & Medication - Emergency Assistance	100 00 100 00
100013324279		Indigent Care & Medication - Emergency Assistance	100 00
900003986531		Indigent Care & Medication - Emergency Assistance	75 00
900004566645		Indigent Care & Medication - Emergency Assistance	45 14
900005673683 CK		Indigent Care & Medication - Emergency Assistance	67 49
		Warrant Total:	489.90
Warrant #: VW 003406	665 Payee	Name: TXU ENERGY RETAIL COMPANY LP	
100009003645	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	136 00
100014008925	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	236.00
Warrant #: VW 003406	666 Payee	Name: U.S. ENERGY SAVINGS CORP.	
4688927	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	73 10
		Warrant Total:	73.10
Warrant #: VW 003406	668 Payee	Name: US ATTORNEYS OFFICE	
799893	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	10.00
Warrant #: VW 003406		Name: USA MOBILITY WIRELESS INC	
U7977749B	1101159100 - 5492321	Information Technology - Pager Service	110 22
		Warrant Total:	110.22
Warrant #: VW 003406	70 Payee	Name: VICKERY, KAY	
FEB 2011 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	30 09
		Warrant Total:	30.09
Warrant #: VW 003406	Payee	Name: VOICE4NET.COM	
2945	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	50.00
Warrant #: VW 003406	Payee	Name: WEBER, WINIFRED B	
JAIL DKT 021111	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	950 00
		Warrant Total:	950.00

Invoice Number	Account Info		····	Amount
Warrant #: VW 003	340675 Payee	Name: WEST PUBLISHING CORPORATION	N	
822192469	1101114000 - 5317000	County Clerk - Books & Periodicals		133 17
		Wa	arrant Total:	133.17
Warrant #: VW 003	340676 Payee 1	Name: WILSON, JOCELYN		
FEB 2011 MLG	-	Indigent Care & Medication - Auto Mileage		379 95
		•	arrant Total:	379.95
Warrant #: VW 003	3.4067" Pours	Name: WW GRAINGER INC		
9466018570	1101522020 - 5310000	Parks Department - Supplies and Materials	numant Tatals	273 56 273.56
		VY 2	arrant Total:	2/3,30
Warrant #: VW 003	340678 Payee 1	Name: XEROX CORPORATION		
113570628		Information Technology - Supplies and Materia		151 92
113570629	1101159100 - 5310000	Information Technology - Supplies and Materia	als	462 30
		Wa	arrant Total:	614.22
Warrant #: VW 003	340679 Payee 1	Name: XEROX CORPORATION		
COG2001A1	1101159100 - 5426100	Information Technology - Equipment Rental/Le	ease	67,629 91
COG2001B1		Information Technology - Equipment Rental/Le		70,062 03
			arrant Total:	137,691.94
		FUND 110	1 TOTAL:	416,746.39
TUND: 2102 Co (Clerk Rec Mgt & Pres F		1 TOTAL:	416,746.39
TUND: 2102 Co (Warrant #: VW 003	•		1 TOTAL:	416,746.39
	340523 Payee	rund		
Warrant #: VW 003	340523 Payee	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm		416,746.39 403.40 403.40
Warrant #: VW 003	340523 Payee	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm	Supplies arrant Total:	403 40
Warrant #: VW 003 CTG9524	340523 Payee	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102	Supplies arrant Total:	403 40 403.40
Warrant #: VW 003 CTG9524	2102114020 - 5311202	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102	Supplies arrant Total:	403 40 403.40
Warrant #: VW 003 CTG9524 FUND: 2212 Med	2102114020 - 5311202 liation Services Prog Fu 340385 Payee	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102	Supplies arrant Total:	403 40 403.40 403.40
Warrant #: VW 003 CTG9524 UND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211	2102114020 - 5311202 liation Services Prog Fu 40385	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 and Name: AMERSON, RODGER DAN Mediation Services - Mediation Services Mediation Services - Mediation Services	Supplies arrant Total:	403 40 403.40 403.40 200 00 200 00
Warrant #: VW 003 CTG9524 SUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411	2102114020 - 5311202 liation Services Prog Fu 40385	Fund County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services	Supplies arrant Total:	403 40 403.40 403.40 200 00 200 00 200 00
Warrant #: VW 003 CTG9524 **UND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411 11CP0017 022311	2102114020 - 5311202 liation Services Prog Fu 40385	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services	Supplies arrant Total:	403 40 403.40 403.40 200 00 200 00 200 00 350 00
Warrant #: VW 003 CTG9524 FUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411	2102114020 - 5311202 liation Services Prog Fu 40385	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services	Supplies Arrant Total: 2 TOTAL:	200 00 200 00 200 00 350 00 250 00
Warrant #: VW 003 CTG9524 TUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411 11CP0017 022311 11CP0018 022811	2102114020 - 5311202 liation Services Prog Fu 40385	Fund County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services	Supplies arrant Total:	200 00 200 00 200 00 350 00 250 00
Warrant #: VW 003 CTG9524 FUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411 11CP0017 022311 11CP0018 022811 Warrant #: VW 003	2102114020 - 5311202 diation Services Prog Fu 340385	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services Wa Name: KILGORE, JEFFREY A	Supplies Arrant Total: 2 TOTAL:	200 00 200 00 200 00 250 00 1,200.00
Warrant #: VW 003 CTG9524 FUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411 11CP0017 022311 11CP0018 022811 Warrant #: VW 003 07FD3254 022111	2102114020 - 5311202 Relation Services Prog Fursian Services Prog	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services Wa Name: KILGORE, JEFFREY A Mediation Services - Mediation Services	Supplies Arrant Total: 2 TOTAL:	200 00 200 00 200 00 250 00 1,200.00
Warrant #: VW 003 CTG9524 TUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411 11CP0017 022311 11CP0018 022811 Warrant #: VW 003 07FD3254 022111 11CP0014 021411	2102114020 - 5311202 liation Services Prog Fu 40385	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services Wa Name: KILGORE, JEFFREY A Mediation Services - Mediation Services Mediation Services - Mediation Services Mediation Services - Mediation Services	Supplies Arrant Total: 2 TOTAL:	200 00 200 00 200 00 250 00 1,200.00
Warrant #: VW 003 CTG9524 FUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411 11CP0017 022311 11CP0018 022811 Warrant #: VW 003 07FD3254 022111	2102114020 - 5311202 liation Services Prog Fu 340385	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services Wa Name: KILGORE, JEFFREY A Mediation Services - Mediation Services	Supplies Arrant Total: 2 TOTAL:	200 00 200 00 200 00 250 00 1,200.00
Warrant #: VW 003 CTG9524 FUND: 2212 Med Warrant #: VW 003 10FD0108 022111 10FD0606 022211 11CP0012 021411 11CP0018 022811 Warrant #: VW 003 07FD3254 022111 11CP0014 021411 11CP0014 022311	2102114020 - 5311202 liation Services Prog Fu 340385	Fund Name: IRON MOUNTAIN County Clerk Records Mangement - Microfilm Wa FUND 2102 Ind Name: AMERSON, RODGER DAN Mediation Services - Mediation Services Wa Name: KILGORE, JEFFREY A Mediation Services - Mediation Services Mediation Services - Mediation Services	Supplies Arrant Total: 2 TOTAL:	200 00 200 00 200 00 250 00 1,200.00

Invoice Number		Account Info			Amount
11CP0016 021611		2212125300 - 5432011	Mediation Services - Mediation Services		100 00
				Warrant Total:	100.00
			FUND	2212 TOTAL:	2,037.50
FUND: 2230	Juvenile	Justice Fund		_	
Warrant #:	VW 0034038	6 Payee	Name: ARAMARK CORRECTIONAL S	ERVICES	
54740004	120	2230256118 - 5481199	Detention - Food Service Contract		1,463 09
54740004			Post Program - Food Service Contract		607 43
54740004	120	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service		135 02
				Warrant Total:	2,205.54
Warrant #:	VW 0034046	4 Payee	Name: DUNNAHOO, CHRISTOPHER		
JAN 201	l MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage		173 40
				Warrant Total:	173.40
Warrant #:	VW 0034048	4 Payee	Name: GARATE, FAITH E		
FEB 201	1 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileag	ge .	32 13
			_	Warrant Total:	32.13
Warrant #:	VW 0034048	6 Pavee	Name: GAVION, BRIAN		
FEB 201		•	Juvenile Justice - Auto Mileage		124.44
1 LD 201	MLO	2230230100 - 5470301	Juvenine Justice - Auto Wineage	Warrant Total:	124.44
W 4 H.	VW 0034049	4 n	Name: GOLD STAR FOOD SERVICE		
	Y YY UUS4U43	•			5.00
12518		2230236118 - 3314301	Detention - Kitchen Supplies	Warrant Total:	5 00 5.00
		_		Wallant Iotal.	5.00
	VW 0034051	•	Name: HERNANDEZ, CARLOS		
FEB 201	1 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage		184 62
				Warrant Total:	184.62
Warrant #:	VW 0034051	2 Payee	Name: HERRING JR, MATTHEW		
FEB 201	1 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage		161 67
				Warrant Total.	161.67
Warrant #:	VW 0034053	2 Payee	Name: JOHNSON, CAROLYN MARKS		
201101		2230256130 - 5431403	Court - Relief Masters Referee		250 00
				Warrant Total:	250.00
Warrant #:	VW 0034055	4 Pavee	Name: LEE, LEDA F		
FEB 201		•	Juv Justice - Administration - Auto Mileag	re.	28 56
			The state of the s	Warrant Total:	28.56
Warrant #	VW 0034057	2 Pavee	Name: MASTER WORD SERVICE INC		
39923	, ,, -10 ,,,	•	Court - Professional Srv Interpreter		179.09
39923		2230230130 - 3431101	Court - Professional Siv Interpreter	Warrant Total:	178 98 178.98
Warmant #	VW 0034057	75 Danie	Nome MAYWELL DONITA C		
		•	Name: MAXWELL, BONITA G	_	120.21
FEB 201	i MILO	2230230103 - 3490301	Juv Justice - Administration - Auto Mileag	ge .	138 21
3/7/2011 11 20	07 AM DELEC	ON_A **Galv Cnty Produ	ction** GALV_AUDIT_VW		Page 23

Invoice N	umber	Account Info			Amoun
			,	Warrant Total:	138.21
Warrant #:	VW 0034058	8 Payee	Name: NORRIS, BRENT T		
JAN 201	I MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage		49 98
			,	Warrant Total:	49.98
Warrant #:	VW 00340599	Payee	Name: PATINA, ANNA		
JAN 2011	I MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage		100 47
			•	Warrant Total:	100.47
Warrant #:	VW 00340614	4 Payee	Name: RAMIREZ, VICTORIA		
FEB 2011	I MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage		141 78
			•	Warrant Total:	141.78
Warrant #:	VW 00340622	2 Payee	Name: SANDERS, EARNESTINE LYNCH		
FEB 2011	MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage		160 65
			•	Warrant Total:	160.65
Warrant #:	VW 00340645	5 Payee	Name: STEWART, DELLA L		
JAN 2011	MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage		219 81
			,	Warrant Total:	219.81
			FUND 22	230 TOTAL:	4,155.24
FUND: 2301	Road &	Bridge Fund			
	VW 0034037		NI AT F ENI WATERING		
		,	Name: ALLEN, WINNIE		
FEB 2011	MLG	2301312110 - 5496100	Administration - Travel	Warrant Total:	22 66 22.66
W4#-	x/3x/ 002/020/	.			24.00
	VW 00340396	•	Name: BAYGAS INC		
8668		2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	Warrant Total:	103 25 103.25
Warrant #	VW 00340409) Pavas	Name: BROOKSIDE EQUIP SALES INC	.,	
IL20185			_		202.50
1220103		2301312120 - 3423000	FM & Lateral Road - Maint/Repairs Equipm	ent Warrant Total:	383 50 383.50
Warrant #•	VW 00340413	7 Dayse	Name: C JOHNNY ON THE SPOT INC		
23139			Administration - Contract Service		100.00
23139		2301312110 - 3401000		Warrant Total:	100 00 100.00
Warrant #	VW 00340426	h Davas			
			Name: CHERRY CRUSHED CONCRETE		
129655		2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	e Warrant Total:	4,190 40 4,190.40
Warrant #:	VW 00340427	7 Payee	Name: CHERRY CRUSHED CONCRETE		
128947		2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	•	3,397 10
128985			FM & Lateral Road - Materials Flexible Base	•	927 40
129614			FM & Lateral Road - Materials Flexible Base		4,053 53
129615		2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3	417 11
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Invoice Number	Account Info		· · · · · · · · · · · · · · · · · · ·	Amount
			Warrant Total:	8,795.14
Warrant #: VW 003404	42 Payee l	Name: CLEVELAND ASPHALT PROD	UCTS INC	
8221	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsi	ons Warrant Total:	10,177 46 10,177.46
Warrant #: VW 003404	81 Payee I	Name: GALVESTON CENTRAL APPR	AISAL DISTRICT	
GALV CAD 2011	2301312110 - 5310000	Administration - Supplies and Materials	Warrant Total:	88 00 88.00
Warrant #: VW 003405	02 Payee !	Name: GUSTAFSON, TERRI		
FEB 2011 MLG	2301312110 - 5496100	Administration - Travel	Warrant Total:	67 99 67 99
Warrant #: VW 003405	40 Payee 1	Name: KIWI TIRE SHOP		
1657 1658		FM & Lateral Road - Maint/Repairs Equipment of the Equipm		20 00 40 00 60.00
Warrant #: VW 003405	68 Payee	Name: MARTIN RESOURCE MANAGI	EMENT	
279892 279893		FM & Lateral Road - Road Oils & Emuls: FM & Lateral Road - Road Oils & Emuls:		3,474 00 2,946 00 6,420.00
Warrant #: VW 003405	84 Payee 1	Name: MUNRO'S UNIFORM SERVICE	ES LTD	
27188	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	Warrant Total:	67 00 67.00
Warrant #: VW 003405	89 Payee	Name: NORTHERN TOOL EQUIPMEN	NT COMPANY	
23427872	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equip	pment Warrant Total:	100 85 100.85
Warrant #: VW 003406	12 Payee l	Name: R B EVERETT & CO		
SI37482 SI37483		FM & Lateral Road - Maint/Repairs Equip FM & Lateral Road - Maint/Repairs Equip		275 88 820 05 1,095.93
Warrant #. VW 003406	16 Payee	Name: RIOPELLE ENTERPRISES INC	:	
20431	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equi	pment Warrant Total:	229 11 229.11
Warrant #: VW 003406	18 Payee	Name: ROMCO INC		
11035800	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equi	pment Warrant Total:	1,138 07 1,138.07
Warrant #: VW 003406	Payee	Name: SANTA FE AUTO PARTS INC		
527881B	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equi	pment Warrant Total:	125 10 125.10
Warrant #. VW 003406	31 Payee	Name: SNIDER TIRE INC		
3996936	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equi	pment	1,451 88

Invoice Number		Account Info			Amount
				Warrant Total:	1,451.88
Warrant #:	VW 0034063	3 Payee	Name: SOUTHERN CRUSHED CONCR	ETE LLC	
20110291	0	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Si	ırface	7,519 72
			•	Warrant Total:	7,519.72
Warrant #:	VW 0034063	5 Payee	Name: SOUTHWEST T & I INC		
1866174		2301312110 - 5481000	Administration - Contract Service		284 20
				Warrant Total:	284.20
Warrant #:	VW 0034064	9 Pavee	Name: SUN COAST RESOURCES INC		
90831339		-	FM & Lateral Road - Auto Fuel Expense		11 441 17
90836334			FM & Lateral Road - Auto Fuel Expense		11,441 17 9,492 66
90839343			FM & Lateral Road - Auto Fuel Expense		6,687 13
90841907			FM & Lateral Road - Auto Fuel Expense		3,812 52
90843716			FM & Lateral Road - Auto Fuel Expense		9,177 09
7 0 0 10 10			The Employee Table 1 and Employee	Warrant Total:	40,610.57
			FUND	2301 TOTAL: _	83,030.83
FUND: 2370	Flood Co	ontrol Fund			
Warrant #:	VW 0034037	8 Payee	Name: AM-MEX RESTAURANT INC		
200033		2370190100 - 5498003	County Engineer - Dkinson Bayou Steer C	omm Dues	272 80
				Warrant Total:	272.80
Warrant #:	VW 0034045	2 Payee	Name: CRESCENT ENGINEERING CO	MPANY INC	
L2566		2370296121 - 5481000	Seawall Maintenance - Contract Service		884 03
				Warrant Total:	884.03
Warrant #:	VW 0034057	3 Payee	Name: MATHESON TRI-GAS INC		
01989407		2370296121 - 5481000	Seawall Maintenance - Contract Service		41 56
				Warrant Total:	41.56
Warrant #:	VW 0034066	3 Payee	Name: TRIPLE S STEEL SUPPLY LLC		
HSOIV37	374206	206 2370296121 - 5425301	Seawall Maintenance - Maint & Repairs H	ighland Bayou	190 20
			•	Warrant Total:	190.20
			FUND	 2370 TOTAL:	1,388.59
FUND: 2410	Mosquit	o Control District I	Fund		
Warrant #:	VW 0000014	l Payee	Name: KEYWORTHS HARDWARE INC		
00015398	5	2410411100 - 5424000	Mosquito Control District - Maint & Repa	ırs Buildings	122 89
00015478			Mosquito Control District - Maint & Repa		-83 92
00015532	4		Mosquito Control District - Maint & Repa		4 77
				Warrant Total:	43.74
Warrant #:	VW 0034040	9 Payee	Name: BROOKSIDE EQUIP SALES INC	2	
IL20116		2410411100 - 5310000	Mosquito Control District - Supplies and M	//aterials	6 11
3/7/2011 11 20 4	7 AMIDELEA	DN A L**Galv Coty Deady	ction**IGATV AUDIT VW		Dago 26

Invoice Number	Account Info		Amount
		Warrant Total:	6,11
Warrant #: VW 003404	Payee	Name: CITY OF GALVESTON	
10253	2410411100 - 5426251	Mosquito Control District - Rental Storage Facility Warrant Total:	360 29 360.29
Warrant #: VW 003405	Payee	Name: JOHNSON AUTOMOTIVE SUPPLY AND PAINT	
234492	2410411100 - 5310000	Mosquito Control District - Supplies and Materials Warrant Total:	27 85 27.85
Warrant #: VW 003406	Payee	Name: STANDARD STEEL SUPPLY INC	
511611	2410411100 - 5310000	Mosquito Control District - Supplies and Materials Warrant Total:	260 78 260.78
Warrant #: VW 003406	59 Payee	Name: TIBALDOS FEED AND SUPPLY	
352829	2410411100 - 5310000	Mosquito Control District - Supplies and Materials Warrant Total:	169 80 169.80
Warrant #: VW 003406	77 Payee	Name: WW GRAINGER INC	
9466552958	2410411100 - 5310000	Mosquito Control District - Supplies and Materials Warrant Total:	209 15 209.15
		FUND 2410 TOTAL:	1,077.72
FUND: 2501 Child V	Velfare Fund		
Warrant #: VW 003404	40 Payee	Name: CLEAR CREEK INDEPENDENT SCHOOL	
030511	2501000000 - 2460025	Child Welfare - Deposits Held- CPS Donations Warrant Total:	250 00 250.00
Warrant #: VW 003406	07 Payee	Name: PREVENT CHILD ABUSE TEXAS	
PCX1322 PCX1323 PCX1326	2501443300 - 5495100	Child Welfare - Education Child Welfare - Education Child Welfare - Education	190 00 190 00 190 00
		Warrant Total:	570.00
		FUND 2501 TOTAL:	820.00
FUND: 2601 Beach &	& Parks Fund		
Warrant #: VW 003405	36 Payee	Name: JRL SERVICES LLC	
100536	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service Warrant Total:	2,050 00 2,050.00
Warrant #: VW 003405	84 Payee	Name: MUNRO'S UNIFORM SERVICES LTD	
27186 27190		Beach Maintenance - Uniform Expense Beach Maintenance-Rd & Bridge - Uniform Expense Warrant Total:	4 25 32 50 36.75

Invoice Number	Account Info			Amount
		FUND	2601 TOTAL:	2,086.75
FUND: 2824 Adult	Probation Communi	ty		
Warrant #: VW 00340	0500 Payee	Name: GRANGER, ROSSLYN N		
JAN 2011 SRVC	2824255137 - 5481000	Sex Offender Supervision - Contract Servi	ce	675 00
			Warrant Total:	675.00
		FUND	2824 TOTAL:	675.00
FUND: 2841 Juven	ile Probation-State A	id		
Warrant #: VW 00340	0390 Payee	Name: ASTIN, JULIE A		
FEB 2011 MLG	•	JPO Cash match - Auto Mileage		114 75
		ū	Warrant Total:	114.75
Warrant #: VW 00340	0465 Payee	Name: EFFINGER, ERIKA		
JAN 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage		183 09
		Č	Warrant Total:	183.09
Warrant #: VW 00340	0505 Payee	Name: HARDY, CHARLOTTE L		
JAN 2011 MLG	-	JPO Cash match - Auto Mileage		211 14
			Warrant Total:	211.14
Warrant #: VW 00340	0535 Pavee	Name: JOSEPH, JUNE		
FEB 2011 MLG	•	JPO Cash match - Auto Mileage		216 75
			Warrant Total:	216.75
Warrant #: VW 00346	0583 Pavee	Name: MORGAN, LE'NARD D.		
FEB 2011 MLG	•	JPO Cash match - Auto Mileage		147 90
			Warrant Total:	147.90
Warrant #: VW 00340	0600 Pavee	Name: PEGASUS SCHOOLS INC		
8382	•	State Aid Grant A - Residential Services		24,878 77
0302	2011230111 0111101	Sale III Simil II Residentia Services	Warrant Total:	24,878.77
Warrant #: VW 00340	0627 Pavee	Name: SHELTERING HARBOUR		
FEB 2011	-	State Aid Grant A - Residential Services		3,871 00
122 2011			Warrant Total:	3,871.00
		FUND	2841 TOTAL:	29,623.40
FUND: 2842 Comm	nunity Corrections			
Warrant #: VW 00340	0401 Payee	Name: BLOW, ADRIENNE M		
FEB 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileag	çe	35 70
			Warrant Total:	35.70
Warrant #: VW 00340	0516 Payee	Name: HOWELL, NIKKI		

Invoice Number	Account Info		Amount
FEB 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	93 84
	•••••••••••	Warrant Total:	93.84
Warrant #: VW 0034054	46 Pavee	Name: LARSON, FAITH	
FEB 2011 MLG		IS JPO Cash match - Auto Mileage	296 70
FEB 2011 MILO	2042230167 - 3470301	Warrant Total:	296,70 296,70
Warrant #: VW 0034059	Daves	Name: PARISH, ERVIN R	
	•		120.0#
FEB 2011 MLG	2842236177 - 3496301	Community Corr "Y" Grant - Auto Mileage Warrant Total:	130 05 130.05
		Waitaut Aviat.	
		FUND 2842 TOTAL:	556.29
FUND: 2864 Auto Ca	rimes Task Force G	rant	
Warrant #: VW 0034039	Payee	Name: AT&T MOBILITY	
2870246075050211	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	56 22
		Warrant Total:	56.22
Warrant #: VW 0034043	30 Payee	Name: CITY OF GALVESTON	
DEC 10 BLACKWEL	L 2864211127 - 5100000	Auto Task Force - Salaries	4,907 00
		Auto Task Force - Overtime	339 76
		Warrant Total:	5,246.76
Warrant #: VW 0034043	32 Payee	Name: CITY OF HITCHCOCK	
JAN 2011 RAMSEY	2864211127 - 5100000	Auto Task Force - Salaries	2,414 36
		Warrant Total:	2,414.36
Warrant #: VW 003405	55 Payee	Name: LIGGIOS TIRE AND SERVICE CENTER INC	
175856	2864211127 - 5423110	Auto Task Force - Auto Maintenance	68 02
		Warrant Total:	68.02
		FUND 2864 TOTAL:	7,785.36
FUND: 2893 HMGP	- IKE		
Warrant #: VW 0034040	07 Payee	Name: BRETT, JOSEPH D. & MARY E.	
R177512	2893289015 - 5502212	HMGP TWIA Settlements - TWIA Refunds	17,516 14
		Warrant Total:	17,516.14
Warrant #: VW 003404	12 Payee	Name: BURGESS, JAMES C & IRENE A	
R216216	2893289015 - 5502212	HMGP TWIA Settlements - TWIA Refunds	10,524 40
		Warrant Total:	10,524.40
Warrant #: VW 003404	53 Payee	Name: CROUCH, CHRISTOPHER	
DR1791059A	2893289015 - 5502212	HMGP TWIA Settlements - TWIA Refunds	5,375 00
		Warrant Total:	5,375.00
Warrant #: VW 003405	06 Payee	Name. HAWTHORNE, STEVE A.	
RI80411 TWIA	•	HMGP TWIA Settlements - TWIA Refunds	21,311 28
3/7/2011 11 20 07 AM DELE	ON_A **Galv Cnty Produ	ction** GALV_AUDIT_VW	Page 29

Invoice Number	Account Info		Amount
		Warrant Total:	21,311.28
Warrant #: VW 003405	77 Pavee	Name: MCGEE, WEBSTER R.	
R172208	•		14 401 77
K1/2200	2893289013 - 3302212	HMGP TWIA Settlements - TWIA Refunds Warrant Total:	14,431 77 14,431.77
Warrant #: VW 003405	91 Payee I	Name: O'BRIEN, DORIS M.	
R291679 TWIA	2893289015 - 5502212	HMGP TWIA Settlements - TWIA Refunds Warrant Total:	47,649 31 47,649.31
Warrant #: VW 003405	97 Pavee 1	Name: PALGUTA, DAVID	
TWIA R368774	•	HMGP TWIA Settlements - TWIA Refunds	10 044 05
1 W LA 10300774	2693269013 - 3302212	Warrant Total:	12,844 25 12,844.25
Warrant #: VW 003406	67 Payee 1	Name: UMSTED, BILLY J & YORIKO	
TWIA R218029	-	HMGP TWIA Settlements - TWIA Refunds	9,248 58
- · · · · · · · · · · · · · · · · · · ·		Warrant Total:	9,248.58
		FUND 2893 TOTAL:	138,900.73
FUND: 2914 CDBG	Housing Program		
Warrant #: VW 003403	81 Payee	Name: AMERICAN HOME BUILDERS INC.	
DC0112012	•	CDBG Housing Program - Contract Payable Retainage	-3,957 84
DC0112012		Ownr-Occupied Reconstruction - Contractor - Construction	32,178 36
DC0112012		Ownr-Occupied Elevation - Contractor - Construction	7,400 00
DC0212012		CDBG Housing Program - Contract Payable Retainage	-3,878 68
DC0212012		Ownr-Occupied Reconstruction - Contractor - Construction	38,786 78
EP0110943	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,713 50
EP0110943	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,135 00
EP0110943	2914152514 - 5519010		8,000 00
EP0210943		CDBG Housing Program - Contract Payable Retainage	-3,653 65
EP0210943	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,536 50
JF0310817		Ownr-Occupied Reconstruction - Contractor - Construction	28,851 66
JLRET10891		Ownr-Occupied Reconstruction - Contractor - Construction	11,425 00
LM10684RET		Ownr-Occupied Reconstruction - Contractor - Construction	13,279 77
PWRET11075		Ownr-Occupied Reconstruction - Contractor - Construction	11,307 50
RARET10694	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	11,977 48 222,674.38
		Warrant Total.	222,074.36
Warrant #: VW 003403	82 Payee	Name: AMERICAN HOMESTAR CORPORATION	
1004B		Ownr-Occupied Reconstruction - Contractor - Construction	15,026 40
3317	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	<u>14,337 40</u>
		Warrant Total:	29,363.80
Warrant #: VW 003403	99 Payee	Name: BGB INTERESTS LP	
107002		Ownr-Occupied Reconstruction - Contractor - Construction	41,881 00
107023	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	27,084 78
107071		CDBG Housing Program - Contract Payable Retainage	-3,617 04
107071		Ownr-Occupied Reconstruction - Contractor - Construction	36,170 41
107393		Ownr-Occupied Reconstruction - Contractor - Construction	35,318 61
107471	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,117 58
3/7/2011 11 20 08 AM DELE	ON_A **Galv Cnty Produ	ction** GALV_AUDIT_VW	Page 30

107471	Invoice Number	Account Info		Amount
107472	107471	2914152512 - 5519010	Owns-Occupied Reconstruction - Contractor - Construction	51 175 93
107472				· ·
101472				•
111551				•
11155 2914000000 -2070001				·
111552				
Marrant #: VW 0034043	111552			
Warrant #: VW 00340413	111552			
1031			Warrant Total;	
1041 2914152512 - 5519010 Ownr-Occupied Reconstruction - Construction 27,792 32 Warrant Total: 53,184.59	Warrant #: VW 003	340413 Payee	Name: BURGHLI HOMES PROMENADE HOMES JV	
1041	1031	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	25,392 27
Warrant #: VW 00340527 Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC	1041			
21738 022311 2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst 1,672 00			Warrant Total:	
21746 021711 2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst 1,271 00	Warrant #: VW 003	340527 Payee	Name: JAHN-GALVESTON INSURANCE AGENCY INC	
21746 021711 2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst 1,271 00 1,063 00	21738 022311			1,672 00
Warrant #: VW 00340636	21746 021711	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,271 00
Warrant #: VW 00340636	21814 022511	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,063 00
384104405016 2914152500 - 5310001 Administration - Depart Supplies-Non Cap FFE 538 99 Warrant Total: 538.99 Warrant #: VW 00340648 Payee Name: SULLIVAN LAND SERVICES LTD 1069602			Warrant Total:	4,006.00
Warrant #: VW 00340648 Payee Name: SULLIVAN LAND SERVICES LTD	Warrant #: VW 003	340636 Payee	Name: SPRINT SPECTRUM LP	
Warrant #: VW 00340648	384104405016	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	538 99
1069602			Warrant Total:	538.99
1069602	Warrant #: VW 003	340648 Payee	Name: SULLIVAN LAND SERVICES LTD	
1075301 2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage -7,944 20	1069602	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	23,908 00
1075301 2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction 74,161 97	1069602	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	5,440 00
1075301 2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction 5,280 00 Warrant Total: 100,845.77 100,845.77	1075301			-7,944 20
### FUND: 2915 CDBG Infrastructure Program Warrant #: VW 00340542 Payee Name: KLOTZ ASSOC INC	1075301			
FUND: 2915 CDBG Infrastructure Program Warrant #: VW 00340542 Payee Name: KLOTZ ASSOC INC 111082 2915291016 - 5481000 County Wide Drainage - Contract Service Warrant Total. 73,068.24 FUND: 2962 Parks/Beaches Project Grants f Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500.00	1075301	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	
FUND: 2915 CDBG Infrastructure Program Warrant #: VW 00340542			Warrant Total:	100,845.77
Warrant #: VW 00340542 Payee Name: KLOTZ ASSOC INC 111082 2915291016 - 5481000 County Wide Drainage - Contract Service 73,068.24 FUND 2915 TOTAL: 73,068.24 FUND: 2962 Parks/Beaches Project Grants f Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00			FUND 2914 TOTAL:	698,538.26
Warrant #: VW 00340542 Payee Name: KLOTZ ASSOC INC 111082 2915291016 - 5481000 County Wide Drainage - Contract Service 73,068.24 FUND 2915 TOTAL: 73,068.24 FUND: 2962 Parks/Beaches Project Grants f Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00	EUND. 2015 CD	DC Infrastructura Drag		
111082 2915291016 - 5481000 County Wide Drainage - Contract Service Warrant Total. 73,068.24 FUND 2915 TOTAL: 73,068.24 FUND: 2962 Parks/Beaches Project Grants f Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00		-		
FUND 2915 TOTAL: 73,068.24 FUND 2915 TOTAL: 73,068.24 FUND: 2962 Parks/Beaches Project Grants f Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00		•		72.0/0.24
FUND 2915 TOTAL: 73,068.24 FUND: 2962 Parks/Beaches Project Grants f Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00	111082	2915291016 - 5481000	,	
FUND: 2962 Parks/Beaches Project Grants f Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00			Warrant Total.	73,068.24
Warrant #: VW 00340439 Payee Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00			FUND 2915 TOTAL:	73,068.24
RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00	FUND: 2962 Par	ks/Beaches Project Gra	nts f	· · · · · · · · · · · · · · · · · · ·
RMB 10-11 HGAC 2962522060 - 5493100 Clear Creek Clean up Grt - Advertising 4,500 00	Warrant #: VW 003	340439 Pavee	Name: CLEAR CREEK ENVIRONMENTAL FOUNDATION	
· · · · · · · · · · · · · · · · · · ·		•		

Invoice Number	Account Info		Amoun
		FUND 2962 TOTAL:	4,500.00
UND: 2974 FY09 I	Recovery Act Justice	Asst	
Warrant #: VW 00340-	416 Payee l	Name: C I TECHNOLOGIES, INC	
2788	2974211114 - 5415204	FY09 Recvry Act Jst Asst Grnt - Interlocal Agreement-Dick	5,000 39
2788		FY09 Recvry Act Jst Asst Grnt - Interlocal Agreement-Leag	2,489 45
2788		FY09 Recvry Act Jst Asst Grnt - Interlocal-Texas City	49,999 58
2788	2974211114 - 5702101	FY09 Recvry Act Jst Asst Gmt - Sheriff's Dept Capital Ou	49,999 58
		Warrant Total:	107,489.00
		FUND 2974 TOTAL:	107,489.00
UND: 2994 Disasto	er Recovery - Ike	-	
Warrant #: VW 00340-	487 Payce l	Name: GAYLORD BROS INC	
1530251	•	Galveston County Museum - Contract Service	729,25
		Warrant Total:	729.25
Warrant #: VW 00340	517 Payee	Name: HUITT-ZOLLARS INC	
212230108	2994299354 - 5481000	Engineering for Bolivar - Contract Service	3,835 25
		Warrant Total:	3,835.25
		Warrant Total: FUND 2994 TOTAL:	3,835.25 4,564.50
	ed Tax Cnty Bldg Bds	FUND 2994 TOTAL:	
	ed Tax Cnty Bldg Bds	FUND 2994 TOTAL:	
UND: 3120 Limite	ed Tax Cnty Bldg Bds 376 Payee	FUND 2994 TOTAL:	4,564.50
UND: 3120 Limite Warrant #: VW 00340:	ed Tax Cnty Bldg Bds 376 Payee 3 3120000000 - 2070001	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC	4,564.50 -271 15
UND: 3120 Limite Warrant #: VW 00340: 4 022811	ed Tax Cnty Bldg Bds 376 Payee 3 3120000000 - 2070001	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains	-271 15 5,423 00
UND: 3120 Limite Warrant #: VW 00340: 4 022811	ed Tax Cnty Bldg Bds 376 Payee 1 3120000000 - 2070001 3120179119 - 5722000	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	-271 15 5,423 00
UND: 3120 Limite Warrant #: VW 00340: 4 022811 4 022811	376 Payee 3 3120000000 - 2070001 3120179119 - 5722000 387 Payee 3	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC	-271 15 5,423 00 5,151.85
UND: 3120 Limite Warrant #: VW 00340. 4 022811 4 022811 Warrant #: VW 00340. 2 MISC SPC 22811 2 MISC SPC 22811	2d Tax Cnty Bldg Bds 376 Payee 3 3120000000 - 2070001 3120179119 - 5722000 387 Payee 3 3120000000 - 2070001 3120179119 - 5722000	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	-271 15 5,423 00 5,151.85
UND: 3120 Limite Warrant #: VW 003403 4 022811 4 022811 Warrant #: VW 003403 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75
UND: 3120 Limite Warrant #: VW 00340. 4 022811 4 022811 Warrant #: VW 00340. 2 MISC SPC 22811 2 MISC SPC 22811	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00
Warrant #: VW 003403 4 022811 4 022811 Warrant #: VW 003403 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total:	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00
Warrant #: VW 00340: 4 022811 4 022811 Warrant #: VW 00340: 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811 Warrant #: VW 00340:	376 Payee 3 3120000000 - 2070001 3120179119 - 5722000 387 Payee 3 3120000000 - 2070001 3120179119 - 5722000 3120000000 - 2070001 3120179119 - 5722000 3120179119 - 5722000	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: BATSCHE DESIGN INC	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00 36,646.25
UND: 3120 Limite Warrant #: VW 003403 4 022811 4 022811 Warrant #: VW 003403 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811	376 Payee 3 3120000000 - 2070001 3120179119 - 5722000 387 Payee 3 3120000000 - 2070001 3120179119 - 5722000 3120000000 - 2070001 3120179119 - 5722000 3120179119 - 5722000	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total:	
Warrant #: VW 00340: 4 022811 4 022811 Warrant #: VW 00340: 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811 Warrant #: VW 00340:	3120000000 - 2070001 3120179119 - 5722000 387	FUND 2994 TOTAL: ST09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: BATSCHE DESIGN INC Mid-County Annex - Capital Const-Architect Fees	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00 36,646.25
Warrant #: VW 00340: 4 022811 4 022811 Warrant #: VW 00340: 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811 Warrant #: VW 00340: 16301109	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: BATSCHE DESIGN INC Mid-County Annex - Capital Const-Architect Fees Warrant Total: Name: BOEDEKER CONSTRUCTION INC	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00 36,646.25 1,700 00 1,700.00
Warrant #: VW 00340: 4 022811 4 022811 Warrant #: VW 00340: 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811 Warrant #: VW 00340: 16301109 Warrant #: VW 00340:	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: BATSCHE DESIGN INC Mid-County Annex - Capital Const-Architect Fees Warrant Total:	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00 36,646.25
Warrant #: VW 00340: 4 022811 4 022811 Warrant #: VW 00340: 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811 3 PAINT 022811 Warrant #: VW 00340: 16301109 Warrant #: VW 00340: 5 021711	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: BATSCHE DESIGN INC Mid-County Annex - Capital Const-Architect Fees Warrant Total: Name: BOEDEKER CONSTRUCTION INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00 36,646.25 1,700 00 1,700.00
Warrant #: VW 00340: 4 022811 4 022811 Warrant #: VW 00340: 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811 3 PAINT 022811 Warrant #: VW 00340: 16301109 Warrant #: VW 00340: 5 021711	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: Sr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: BATSCHE DESIGN INC Mid-County Annex - Capital Const-Architect Fees Warrant Total: Name: BOEDEKER CONSTRUCTION INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retains Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00 36,646.25 1,700 00 1,700.00 -2,773 50 55,470 00
Warrant #: VW 00340: 4 022811 4 022811 Warrant #: VW 00340: 2 MISC SPC 22811 2 MISC SPC 22811 2 PAINT 022811 2 PAINT 022811 3 PAINT 022811 Warrant #: VW 00340: 16301109 Warrant #: VW 00340: 5 021711 5 021711 Warrant #: VW 00340: 15808 MGR FEES	2d Tax Cnty Bldg Bds 376	FUND 2994 TOTAL: SSr09 Name: ALEX AIR CONDITIONING INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: ARDENT CONSTRUCTION LLC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: BATSCHE DESIGN INC Mid-County Annex - Capital Const-Architect Fees Warrant Total: Name: BOEDEKER CONSTRUCTION INC Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou Warrant Total: Name: J W KELSO COMPANY INC Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	-271 15 5,423 00 5,151.85 -1,295 00 25,900 00 -633 75 12,675 00 36,646.25 1,700 00 1,700.00 -2,773 50 55,470 00

Invoice N	lumber	Account Info		Amount
			Warrant Total:	44,225.00
Warrant #:	VW 0034053	0 Payee 1	Name: JOE AGUIRRE TILE INC	
2 022811			Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-712 65
2 022811		3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	14,252 96
			Warrant Total:	13,540.31
Warrant #:	VW 0034056	7 Payee	Name: MARK 1 PLUMBING INC	
7 022011	ı	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-839 05
7 022011		3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	16,780 90
			Warrant Total:	15,941.85
Warrant #:	VW 0034061	5 Payee	Name: RENEGADE FIRE SYSTEM LLC	
5 022811		3120000000 - 2070001	Limited Tax Cnty Bidg Bds Sr09 - Contract Payable Retaina	-125 00
5 022811		3120179119 - 5722000	Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	2,500 00
			Warrant Total:	2,375.00
Warrant #:	VW 0034065	2 Payee	Name: SUPER SKY PRODUCTS INC	
4 022811		3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,382 50
4 022811	!		Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	27,650 00
			Warrant Total:	26,267.50
Warrant #:	VW 0034066	1 Payee	Name: TREADWELL ELECTRIC CONTRACTORS INC	
5 022811		3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-2,184 05
5 022811	l		Ag Ext Svc at Carbide Park - Construction Bldg Capital Ou	43,681 00
			Warrant Total:	41,496.95
			FUND 3120 TOTAL:	240,041.21
FUND: 3310	Pass Th	ru Toll Rv Lt Rv Bo	1Sr07	
	VW 0034044		Name: COBB FENDLEY & ASSOCIATES	
0233448		•		1 E 407 EE
0233448		3310313102 - 3/31013	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj Warrant Total:	15,407.55 15,407.55
				13,407.33
	VW 0034065	•	Name: TEXAS DEPARTMENT OF TRANSPORTATION	
2011021	3	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	5,131 30
			Warrant Total:	5,131.30
			FUND 3310 TOTAL:	20,538.85
FUND: 3312	2 Unitd T	ax Road Bonds Sr 2	2009	
Warrant #:	VW 0034043	7 Pavee	Name: CIVILTECH ENGINEERING, INC.	
0013380			County Road - Jack Brooks Park	13,004_14
0010300		JJ12312112 J731112	Warrant Total:	13,004.14
Warrant #:	VW 0034047	6 Payee	Name: FORDE CONSTRUCTION COMPANY	
2 020811	[_	Unitd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-486 50
2 020811			Non-County Roads - City Streets-Santa Fe	9,730 00
<i>:!ግ!ግ</i> ብነነ ነ ነ ግግ	00 4341 7777 77	DNI A 1 **Calar Committee So	etenski)CATIV ATIMIT 1/30	D **
111/2011 11/20	00 AW DELE	ON_A Today City Produ	ction** GALV_AUDIT_VW	Page 33

Invoice Nur	nber	Account Info			Amount
				Warrant Total:	9,243.50
Warrant #: \	/W 00340542	Payee 1	Name: KLOTZ ASSOC INC		
211047		3312312111 - 5731128	Non-County Roads - Melody Lane		16,340 81
				Warrant Total:	16,340.81
Warrant #. 🐧	/W 00340559	Payee 1	Name: LJA ENGINEERING & SURVEYI	NG INC	
20105419		3312312111 - 5731162	Non-County Roads - City Streets - Kemah		33,109 50
20110159			County Road - Roads-Pet #1		2,854 95
20110434		3312312111 - 5731162	Non-County Roads - City Streets - Kemah		37,784 00
				Warrant Total:	73,748.45
Warrant #: V	/W 00340563	Payee 1	Name: LTRA		
H10013H1	79	3312312111 - 5731170	Non-County Roads - City Streets-Santa Fe		1,000 00
				Warrant Total:	1,000.00
**/	7337 DO240850	0	N METDA CITY CONSTDUCTION	TD	•
Warrant #: \		•	Name: METRO CITY CONSTRUCTION		
2275			Unltd Tax Road Bonds Sr 2009 - Contract I	Payable Retainage	-21,856 15
2275		3312312112 - 3/31139	County Road - Algoa Friendswood Rd	Warrant Total:	437,122 95 415,266.80
					413,200.00
Warrant #: V	/W 00340 57 9	Payee ?	Name: METRO CITY CONSTRUCTION	LP	
2284		3312000000 - 2070001	Unitd Tax Road Bonds Sr 2009 - Contract I	Payable Retainage	-12,248 71
2284		3312312111 - 5731171	Non-County Roads - Palmer Hwy		244,974 13
				Warrant Total:	232,725.42
Warrant #: \	/W 00340613	Payee 1	Name: R W LUCAS CONSTRUCTION L	LC	
1 013111		3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract I	Pavable Retainage	-1,071 25
1 013111			County Road - Roads-Pct #1	,	21,425 00
				Warrant Total:	20,353.75
Warrant #: \	/W 00340626	5 Payee 1	Name: SHELMARK ENGINEERING L.L	.C.	
4308		3312312112 - 5731012	County Road - Roads-Pct #2		3,574.45
1000		0,01013	country roads roads roams	Warrant Total:	3,574.45
					<u></u>
			FUND 3	312 TOTAL:	785,257.32
UND: 3315	Galv Ca	useway RR Bridge	Proj		
Warrant #: \	/W 00000140) Payee 1	Name: CIANBRO/BRASFIELD & GORR	IE II A JOINT	
9 030111		-	Galv Causeway RR Bridge Prj - Contract P		-202,710 54
9 030111			Causeway Railroad Bridge Pri - Railroad C		4,054,210 78
				Warrant Total:	3,851,500.24
Warrant #: N	/W 00340402	Pavee	Name: BNSF RAILWAY COMPANY		
90031016		•	Causeway Railroad Bridge Prj - BNSF Ford	ce Account - RR Br	27,766 83
90031053			Causeway Railroad Bridge Prj - Inspection		31,872 20
90031107		3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction	on Management	9,235 75
90031120		3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Ford	e Account - RR Br	53,665_13
90031120		J313313200 - 3732024		Warrant Total:	122,539.93

Invoice Number	Account Info		Amount
Warrant #: VW 00340	582 Payee N	ame: MODJESKI AND MASTERS INC	
213266	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	93,498 64
		Warrant Total:	93,498.64
		FUND 3315 TOTAL:	4,067,538.81
FUND: 4230 COB 2	2002A Prk Rds/Prking	Lots	
Warrant #: VW 00340	394 Payee N	ame: BANK OF NEW YORK, THE	
2521533655	4230810670 - 5850000	COB 2002A Prk Rds & Prking Lts - Paying Agent Fees Warrant Total:	200 00 200.00
		FUND 4230 TOTAL:	200.00
FUND: 6123 Group	Insurance Fund	_	
Warrant #: VW 00340	418 Payee N	ame: CAREHERE LLC	
5272	•	Group Insurance - CareHere Program Fee	23,499 50
		Warrant Total:	23,499.50
		FUND 6123 TOTAL:	23,499.50
FUND: 6130 Self In	surance Reserve Fund		
Warrant #: VW 00340	492 Payee N	ame: GLASS AND GLAZING INC	
8643	6130151431 - 5491504	General Self Insurance - Claims Property	592 00
		Warrant Total:	592.00
Warrant #: VW 00340	493 Payee N	ame: GLASS AND GLAZING INC	
9136	6130151431 - 5491504	General Self Insurance - Claims Property	332 00
		Warrant Total:	332.00
Warrant #: VW 00340	570 Payee N	ame: MARTY'S CITY AUTO INC	
3614		General Self Insurance - Claims Sheriff's Auto's	1,763 05
3908 481		General Self Insurance - Claims Sheriff's Auto's General Self Insurance - Claims Sheriff's Auto's	2,732 27 2,466 47
101	0130131431 - 3471307	Warrant Total:	6,961.79
		FUND 6130 TOTAL:	7,885.79
FUND: 7605 Escro	w Fund		
Warrant #: VW 00340	513 Pavee N	ame: HINRICHS, LREINA JO	
310262 REST	•	Escrow Fund - CO Crt Restit-Due to Victims	402 29
		Warrant Total:	402.29
Warrant #: VW 00340	Payee N	ame: MILLER, LEE ANNE	
CS#308237 RSTN	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	385 00
2/2/2011 / 11 20 00 AM LDE	FOM A + ** Caly Caty Brodyni	tion**ICALV ALIDIT VW	Dago 25

Invoice Number	Account Info			Amount
			Warrant Total:	385.00
Warrant #; VW 0034064	Payee	Name: STATE OF TEXAS		
JAN 11 VICT COMP	7605000000 - 2476099	Escrow Fund - Victims Auxiliary Fund	Warrant Total:	1,042 07 1,042.07
Warrant #: VW 0034067	73 Payee	Name: WALMART		
221336 022411	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Vict	ms Warrant Total:	10 00 10.00
		FUND	7605 TOTAL:	1,839.36

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/08/2011

Summary of All Funds

Fund		Amount
1101 General Fund		416,746 39
2102 Co Clerk Rec Mgt & Pres Fund		403 40
2212 Mediation Services Prog Fund		2,037 50
2230 Juvenile Justice Fund		4,155 24
2301 Road & Bridge Fund		83,030 83
2370 Flood Control Fund		1,388 59
2410 Mosquito Control District Fund		1,077 72
2501 Child Welfare Fund		820 00
2601 Beach & Parks Fund		2,086 75
2824 Adult Probation Community		675 00
2841 Juvenile Probation-State Aid		29,623 40
2842 Community Corrections		556 29
2864 Auto Crimes Task Force Grant		7,785 36
2893 HMGP - IKE		138,900 73
2914 CDBG Housing Program		698,538 26
2915 CDBG Infrastructure Program		73,068 24
2962 Parks/Beaches Project Grants f		4,500 00
2974 FY09 Recovery Act Justice Asst		107,489 00
2994 Disaster Recovery - Ike		4,564 50
3120 Limited Tax Cnty Bldg Bds Sr09		240,041 21
3310 Pass Thru Toll Rv Lt Rv BdSr07		20,538 85
3312 Unltd Tax Road Bonds Sr 2009		785,257 32
3315 Galv Causeway RR Bridge Proj		4,067,538.81
4230 COB 2002A Prk Rds/Prking Lots		200 00
6123 Group Insurance Fund		23,499 50
6130 Self Insurance Reserve Fund		7,885 79
7605 Escrow Fund		1,839 36
	Count Takely	(724 249 04

Grand Total: 6,724,248.04

List of County Auditor's Approved Claims For Voucher Warrants Dated 03/08/2011

Approved Order to pay by Commissioners Court this day March 844 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin D. O Brien, Galveston County Commissioner, Pct 2

Stephen D Holmes, Galveston County Commissioner, Pct 3

Dwight D. Sallwan, County Commissioner, Pct 4

Galv Cnty Production MON, MAR 07, 2011, 11 13	10n** 03/07/11 0 H	C H B C	K R E G I AUDITOR J	S T E	390577	#5044-	CHECK Pgm	REGISTER BK200 <1 1	9> rpt	1.d C.	Page CKREG
Check Payee ID	Payee Name	Date	Check Amoun	Type	sqns	Rel To	Note				
40371 711661	ALAMO TITLE COMPANY	03/08/11	120 00	1 2 3 3 3 4 3 4 4 5	# # O	K H H) 	8 4 4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	H H H H H H H H	W II II II	11 11 11 14 16
AP00340372 VOID CONTINU	W Void - Continued Stub	03/08/11	0 0 0	>	ОН		Vold				
AP00340373 VOID CONTINU	ID Vold - Continued Stub	03/08/11	00 0	×	но		Vold				
AP00340374 VOID CONTIN	CONTINU Vold - Continued Stub	03/08/11	0 0 0	Σ >	но		Vold				
AP00340375 013524	ALERT ALARM BURG AND FIRE PRO	03/08/11	11,505 00	Σ	но						
AP00340376 017939	ALEX AIR CONDITIONING INC	03/08/11	5,151 85	Z	но						
AP00340377 403919	ALLEN, WINNIE	03/08/11	22 66	æ	но						
AP00340378 708154	AM-MEX RESTAURANT INC	03/08/11	272 80	3 E	но						
AP00340379 709623	AMBIT ENERGY LP	03/08/11	203 69	X	но						
AP00340380 711161	AMERICAN FENCE COMPANY INC	03/08/11	190 40	Σ	H O						
AP00340381 711832	AMERICAN HOME BUILDERS INC	03/08/11	222,674 38	X	но						
AP00340382 711548	AMERICAN HOMESTAR CORPORATION	03/08/11	29 363 80	E	но						
AP00340383 713035	AMERIPOINT TITLE HOUSTON	03/08/11	46 ପଟ	Z	но						
AP00340384 709811	AMERIWASTE OF TEXAS LLC	03/08/11	163 66	Z	но						
AP00340385 702478	AMERSON, RODGER DAN	03/08/11	1,200 00	×	но						
AP00340386 702474	ARAMARK CORRECTIONAL SERVICES	03/08/11	2,205 54	E	но						
AP00340387 710983	ARDENT CONSTRUCTION LLC	03/08/11	36,646 25	33 E	но						
AP00340388 700162	ARLAN'S MARKETS	03/08/11	59 18	3	но						
AP00340389 703874	ARONOWITZ, MARK	03/08/11	682 50	Σ	но						
AP00340390 704093	ASTIN, JULIE A	03/08/11	314 75	Z	ЮЖ						
AP00340391 709784	AT&T MOBILITY	03/08/11	56 22	æ	но						
AP00340392 710718	B L ALEXANDER ENTERPRISES IN	03/08/11	804 00	3: E	жо						
AP00340393 021329	BACLIFF MUNICIPAL UTILITY DIS	03/08/11	216 32	X X	но						
AP00340394 407890	BANK OF NEW YORK, THE	03/08/11	200 00	3	но						
AP00340395 712233	BATSCHE DESIGN INC	03/08/17	1,700 00	×	но						
AP00340396 026047	BAYGAS INC	03/08/11	103 25	X	OR						

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AP00340397 401969	D B # # # # #	RENEWLY CARES &	03/08/11	1,727 50	医	u d d d d d d d d d d d d d d d d d d d
AP00340398 707086		BEST BUY STORES LP	03/08/11	247 49	X	но
AP00340399 711795		BGB INTERESTS LP	03/08/11	287,924 73	3 Σ	Он
AP00340400 705535		BLEYL, AMY RUTH WILSON	03/08/11	760 50	Σ	но
AP00340401 700014		BLOW, ADRIENNE M	03/08/11	35 70	X	но
AP00340402 712358		BNSP RAILWAY COMPANY	03/08/11	122,539 93	¥	Он
AP00340403 703001		BOSDEKER CONSTRUCTION INC	03/08/11	52,696 50	E	мо
AP00340404 708995		BOLIVAR PENINSULA SPECIAL UTI	03/08/11	740 45	# E	но
AP00340405 711441		BRAMS & ASSOCIATES INC	03/08/11	10,519 77	X	он
AP00340406 709488		BREAKERS, THE	03/08/11	100 00	X	но
AP00340407 713140		BRETT, JOSEPH D & MARY E	11/80/20	17,516 14	×	ОН
AP00340408 702559		BRIGGS, LYNETTE	03/08/11	416 00	E	но
AP00340409 024240		BROOKSIDE EQUIP SALES INC	03/08/11	626 61	M	но
AP00340410 709370		BROWN, ADAM BANKS	03/08/11	208 00	3	но
AP60340411 709918		BURAS LAW PLLC	11/80/60	1,592 50	×	HO
AP00340412 713201		BURGESS, JAMES C & IRENE A	03/08/11	10 524 40	3	но
AP00340413 712308		BURGHLI HOMES PROMENADE HOMES	03/08/11	53,184 59	X	он
AP00340414 712118		BYNUM LAW OFFICE PLLC	03/08/11	656 50	Ξ	но
AP00340415 032524		C AND H DISTRIBUTORS INC	03/08/11	290 00	X X	но
AP00340416 712100		C I TECHNOLOGIES, INC	03/08/11	107,489 00	M	но
AP00340417 701322		C JOHNNY ON THE SPOT INC	03/08/11	100 00	X	но
AP00340418 708822		CAREHERE LLC	03/08/11	23,499 50	3 E	но
AP00340419 031047		CARMONA, FRANK	03/08/11	538 46	×	ОН
AP00340420 409688		CARTER AND BURGESS INC	03/08/11	7 500 00	Z	он
AP00340421 710808		CARTER, BRIAN	03/08/11	162 50	¥	#O
AP00340422 701478		CDW GOVERNMENT INC	03/08/11	101 64	Ξ	но

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AP00340424 407782	CENTERPOINT ENERGY	03/08/11	1,801 97	E	но
AP00340425 407782	CENTERPOINT ENERGY	03/08/11	46 98	X	но
AP00340426 410729	CHERRY CRUSHED CONCRETE INC	03/08/11	4 190 40	Œ	но
AP00340427 712596	CHERRY CRUSHED CONCRETE	03/08/11	8,795 14	3	но
AP00340428 033985	CITY OF GALVESTON	03/08/11	360 29	X	но
AP00340429 033985	CITY OF GALVESTON	03/08/11	15,861 87	X	ОН
AP00340430 033985	CITY OF GALVESTON	03/08/11	5,246 76	3 X	но
AP00340431 033985	CITY OF GALVESTON	03/08/11	184 56	X	оя
AP00340432 033027	CITY OF HITCHCOCK	03/08/11	2,414 36	X	но
AP00340433 033209	CITY OF LA MARQUE	03/08/11	56 10	×	ОН
AP00340434 033209	CITY OF LA MARQUE	03/08/11	160 92	3 E	но
AP00340435 712705	CITY OF LEAGUE CITY	11/80/60	118 00	Œ	но
AP00340436 403085	CITY OF TEXAS CITY	03/08/11	184 09	Σ	но
AP00340437 711541	CIVILTECH ENGINEERING, INC	03/08/11	13,004 14	×	но
AP00340438 033290	CLARK DIANE	03/08/11	1,244 75	×	ОН
AP00340439 702525	CLEAR CREEK ENVIRONMENTAL FOU (03/08/11	4,500 00	Σ	но
AP00340440 404101	CLEAR CREEK INDEPENDENT SCHOO C	03/08/11	250 00	Z Z	но
AP00340441 712273	CLEMENTS, CLYDE WESLEY	03/08/11	752 50	×	ОН
AP00340442 710180	CLEVELAND ASPHALT PRODUCTS IN O	03/08/11	10 177 46	3	но
AP00340443 707069	COBB FENDLEY & ASSOCIATES 0	03/08/11	15,407 55	3 3	но
AP00340444 709399	COBURN SUPPLY COMPANY INC 0	03/08/11	44 99	3	но
AP00340445 702713	COCHRAN, WINSTON E JR	03/08/11	438 75	×	но
AP00340446 409350	COKINS, RONALD	03/08/11	100 00	×	но
AP00340447 401035	COLLEGIATE APPAREL 0	03/08/11	391 85	MW	но
AP00340448 034223	COLTZER, ROBERT G	03/08/11	2,262 00	3	но

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AP00340450	400896	COOK, DAVID	03/08/11	243 75	¥	но
AP00340451	404940	COX, ELAINE	03/08/11	160 14	E	но
AP00340452	709896	CRESCENT ENGINEERING COMPANY	03/08/11	1 310 96	E	но
AP00340453	713117	CROUCH, CHRISTOPHER	03/08/11	5,375 00	×	но
AP00340454	709803	DARROW LAW FIRM	03/08/11	780 00	×	но
AP00340455	711809	DAVIS III, NEAL	03/08/11	2,535 00	E	но
AP00340456	713177	DIAZ, DEBBIE	03/08/11	178 50	X	но
AP00340457	706153	DIAZ, MARK A	03/08/11	910 00	×	но
AP00340458	704331	DIRECT ENERGY LP	03/08/11	200 00	X	но
AP00340459	043273	DISHER, DAVID A	03/08/11	630 50	×	но
AP00340460 71022	710226	DPI ENERGY LLC	03/08/11	100 00	E E	но
AP00340461	402798	DSG INC	03/08/11	640 00	X	но
AP00340462	045286	DUCOTE, JAMES	03/08/13	460 80	Σ	но
AP00340463	713210	DUDLEY JR, RICHARD G	03/08/11	16,293 80	Z	но
AP00340464	712656	DUNNAHOO, CHRISTOPHER	03/08/11	173 40	×	но
AP00340465	707318	EFFINGER, ERIKA	03/08/11	183 09	æ	но
AP00340466	405028	ENTERGY	03/08/11	202 74	X E	но
AP00340467	711189	FANNING AND FANNING PLLC	03/08/11	682 50	×	но
AP00340468	711189	FANNING AND FANNING PLLC	03/08/11	715 00	3 Σ	но
AP00340469	410365	FAUS, SALVADOR	03/08/11	2,125 00	×	ОН
AP00340470	062067	FEDEX CORP	03/08/11	28 72	Σ	но
AP00340471	711896	FEROZ MERCHANT	03/08/11	666 25	×	но
AP00340472	711019	FINEGAN SAMUEL K	03/08/11	520 00	Σ	но
AP00340473	711670	FIRST AMERICAN TITLE	03/08/11	11 00	×	но
AP00340474	703810	FIRST CHOICE POWER	03/08/11	158 63	E	Ю

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AP00340476 40	407450	FORDE CONSTRUCTION COMPANY	03/08/11	9,243 50	Σ	ОК	
AP00340477 71	711912	FORT PC, M BRUCE	03/08/11	754 00	M	но	
AP00340478 70	704440	FULK GEORGE BYRON	03/08/11	1,933 75	3 2	HO	
AP00340479 70	709287	FURLEIGH, FRANCIS W	03/08/11	335 37	X E	но	
AP00340480 4026	4	G NEIL COMPANIES	03/08/11	48 46	æ E	МО	
AP00340481 07	071787	GALVESTON CENTRAL APPRAISAL D	03/08/11	88 00	Ξ Σ	НО	
AP00340482 07	071175	GALVESTON COUNTY WCID #1	03/08/11	511 90	E	#	
AP00340483 07	071407	GALVESTON COUNTY WCID #8	03/08/11	318 22	X	но	
AP00340484 07	071746 (GARATE, FAITH E	03/08/11	32 13	3	но	
APD0340485 713	711807	GARRETT LAW FIRM, THE	03/08/11	476 65	×	но	587
AP00340486 709	367607	GAVION, BRIAN	03/08/11	124 44	X	но	
AP00340487 71]	711789 (GAYLORD BROS INC	03/08/11	729 25	X	НО	
AP00340488 701	701571 C	GELB, JEFFREY	03/08/11	1,218 75	×	НО	87
AP00340489 705	705919	GHG CORPORATION	03/08/11	475 00	3 ± Σ	HO	
AP00340490 706	706770 0	GHOGOMU, WILLIAM T	03/08/11	130 00	Ξ	НО	B7
AP00340491 703	703986	GILLMAN, MICHAEL DAVID	03/08/11	1 868 75	X	ОН	В7
AP00340492 073	073940 G	GLASS AND GLAZING INC	03/08/11	592 00	X Y	но	
AP00340493 073	073940 G	GLASS AND GLAZING INC	03/08/11	332 00	×	но	
AP00340494 710	710942 6	GOLD STAR FOOD SERVICE	03/08/11	2 00	E	¥0	
AP00340495 708	708298 G	GOLDSBERRY & ASSOCIATES PLLC	03/08/11	97 50	æ E	но	В7
AP00340496 409	409093 G	GOVERNMENT FINANCE OFFICERS A	03/08/11	725 00	34	но	
AP00340497 709	09211 G	GRACE CO	03/08/11	389 00	X	но	
AP00340498 713	713205 G	GRACIA, JOEL	11/80/11	100 00	32	но	in or
AP00340499 70913	4,	GRAHAM, CARMEN A	03/08/11	950 00	M	ОН	В7
AP00340500 704	704961 G	GRANGER, ROSSLYN N	03/08/11	675 00	X	но	

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	Payee Name	GULF COAST CENTURY	GUSTAFSON TERRI	H R M SUPPLY	HALFF ASSOCIATES	HARDY, CHARLOTTE L	HAWTHORNE, STEVE A	HCMS	HEAT TRANSFER SOLUTIONS INC	HENRY, THERESA	HERNANDEZ, CARLOS	HERNANDEZ, SUSAN	HERRING JR, MATTHEW	HINRICHS, LREINA JO	HOME DEPOT	HOUSTON EQUIPMENT COMPANY	HOWELL, NIKKI	HUITT-ZOLLARS INC	HULL & ASSOCIATES P C	HVAC MECHANICAL SERVICES OF T	IBRAHIM & ELLIOTT LLP	INFOSAT COMMUNICATIONS	INSIGHT PUBLIC SECTOR	IRON MOUNTAIN	J W KELSO COMPANY INC	JACKSON, CALVIN C	JACKSON ERIN LARENA
	Q I	701592	AP00340502 709059	AP00340503 705885	AP00340504 700466	AP00340505 701961	AP00340506 713141	AP00340507 712702	AP00340508 702878	AP00340509 705115	AP00340510 406612	AP00340511 710047	AP00340512 403480	AP00340513 713189	AP00340514 409105	AP00340515 084236	AP00340516 709554	AP00340517 709352	AP00340518 711253	AP00340519 706976	AP00340520 707488	AP00340521 703727	AP00340522 708290	AP00340523 410568	AP00340524 701901	AP00340525 407630	AP00340526 712357

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AMreq DELEON_Aleg G	Payee Name	JAROTH INC	JIMENEZ, JOAQUIN	JOE AGUIRRE TILE INC	JOHNSON AUTOMOTIVE SUPPLY AND	JOHNSON, CAROLYN MARKS	JOHNSTON LLC	JONES LAW FIRM	JOSEPH, JUNE	JRL SERVICES LLC	KEMAH HARDWARE AND SUPPLY	KIESCHNICK, JONATHAN C	KILGORE, JEFFREY A	KIWI TIRE SHOP	KLEEN JANITORIAL SUPPLY COMPA	KLOTZ ASSOC INC	KUTSCHKE, MELINDA	LANSDOWNE MOODY CO LP	LANSDOWNE MOODY CO LP	LARSON, FAITH	LAW FIRM OF TOT KIM LE	LAW OPFICE OF CS HALL PLLC	LAW OFFICE OF DONNA L LELEUX	LAW OFFICE OF DONNA L LELEUX	LAW OFFICE OF MICHAEL RUSSO P	
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	Payce Name	LEE LEDA F	LIGGIOS TIRE AND SERVICE CENT	LISTER PLUMBING	LIVING BARTH	LIVING EARTH	LJA ENGINEERING & SURVEYING I	LORI A BOTELLO ATTORNEY AND C	LOVE PAUL	LSI TITLE AGENCY, INC	LTRA	MAINLAND PHARMACY	MALONBY & PARKS LLP	MARION, WILLIAM DAVID	MARK 1 PLUMBING INC	MARTIN RESOURCE MANAGEMENT CO	MARTIN, THOMAS A	MARTY'S CITY AUTO INC	MASSEY, JULIE	MASTER WORD SERVICE INC	MATHESON TRI-GAS INC	MATTHEW JONATHAN MENDEL PHD F	MAXWELL, BONITA G	MCCARNES, LOIS	MCGEE, WEBSTER R	
	Check Payee ID	AP00340554 703031	AP00340555 123026	AP00340556 702994	AP00340557 707741	AP00340558 707741	AP00340559 703141	AP00340560 710874	AP00340561 705152	AP00340562 711338	AP00340563 711535	AP00340564 131540	AP00340565 709125	AP00340566 407300	AP00340567 409490	AP00340568 710378	AP00340569 704124	AP00340570 705312	AP00340571 403257	AP00340572 705424	AP00340573 407317	AP00340574 712965	AP00340575 400252	AP00340576 404930	AP00340577 713143	

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AP00340579 712341	Y CONSTRUCTION LP	3/08/1	232,725 42	Z				
AP00340580 713213	MILLER, LEE ANNE	03/08/11	385 00	<u>3</u> ε	но			
AP00340581 404921	MILLS SHIRLEY LLP	03/08/11	208 00	×	но			
AP00340582 707294	MODJESKI AND MASTERS INC	03/08/11	93,498 64	×	но			
AP00340583 706214	MORGAN, LE'NARD D	03/08/11	147 90	Œ	но			
AP00340584 710385	MUNRO'S UNIFORM SERVICES LTD	03/08/11	133 71	3	но			
AP00340585 713139	MURRAY, JASON	03/08/11	212 45	M M	НО			
AP00340586 404618	NATIONAL COLLEGE OF PROBATE 3	03/08/11	200 00	3	но			
AP00340587 400707	NICKELSON, LINDA J	03/08/11	1,773 20	X	но			
AP00340588 144261	NORRIS, BRENT T	03/08/11	49 98	×	но			
AP00340589 409667	NORTHERN TOOL EQUIPMENT COMPA	03/08/11	971 89	33	но			
AP00340590 711213	NRG ENERGY INC	03/08/11	100 00	×	но			
AP00340591 713204	O'BRIEN, DORIS M	03/08/11	47,649 31	3	но			
AP00340592 152033	OFFICE DEPOT INC	03/08/11	23 37	33	но			
AP00340593 705252	ONEOK INC	03/08/11	35,258 94	X	но			
AP00340594 711260	ORTEGO, ELLIS J	03/08/11	00 8	Z Z	но			
AP00340595 401873	OTIS ELEVATOR CO CORP	03/08/11	2,774 82	3	но			
AP00340596 400105	OWEN ELECTRIC SUPPLY	03/08/11	124 20	3 E	но			
AP00340597 713199	PALGUTA, DAVID	03/08/11	12,844 25	Ξ	но			
AP00340598 409712	PARISH, ERVIN R	03/08/11	130 05	X	но			
AP00340599 408285	PATINA, ANNA	03/08/11	100 47	Σ	но			
AP00340600 711436	PEGASUS SCHOOLS INC	03/08/11	24,878 77	X	но			
AP00340601 407601	PENINSULA SEPTIC SERVICE INC	03/08/11	1,200 00	×	но			
AP00340602 709286	PESTMASTER SERVICES INC	03/08/11	3,305 08	¥	но			
AP00340603 709286	PESTMASTER SERVICES INC	03/08/11	50 40	æ E	но			
AP00340604 163485	PITNEY BOWES	03/08/11	3,312 50	X	но			

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AP00340606 710361	POWELL, SUSAN	03/08/11	71 25	X	но	B.7			
AP00340607 702564	PREVENT CHILD ABUSE TEXAS	03/08/11	570 00	M	но				
AP00340608 713108	PRIDE, THERESA	03/08/11	200 00	3	но				
AP00340609 706331	PRINTECH INC	03/08/11	1,000 00	X	но				
AP00340610 432271	PUBLIC SERVICE APPAREL	03/08/11	333 75	3 E	но				
AP00340611 705753	QUINTANILLA, DONNIE	03/08/11	390 00	×	но	18.7			
AP00340612 055012	R B EVERETT & CO	03/08/11	1,095 93	мм	но				
AP06340613 712886	R W LUCAS CONSTRUCTION LLC	03/08/11	20,353 75	X	но				
AP00340614 712364	RAMIREZ, VICTORIA	03/08/11	141 78	3 E	но				
AP00340615 712396	RENEGADE FIRE SYSTEM LLC	03/08/11	2,375 00	3 2	но				
AP00340616 701794	RIOPELLE ENTERPRISES INC	03/08/11	229 11	X	H O				
AP00340617 406506	ROELL, HOLLY C	03/08/11	490 75	Z Ž	но	B7			
AP00340618 184572	ROMCO INC	03/08/11	1 138 07	3 E	но				
AP00340619 710577	RUSSELL, GREG	03/08/11	1,080 00	Z X	но	87			
AP00340620 191106	SAN LEON MUNICIPAL UTILITY DI	03/08/13	66 34	Z	МО				
AP00340621 191106	SAN LEON MUNICIPAL UTILITY DI	03/08/11	76 77	MW	но				
AP00340622 400133	SANDERS, EARNESTINE LYNCH	03/08/11	160 65	Œ	но				
AP00340623 191023	SANTA FE AUTO PARTS INC	03/08/11	1,451 99	×	но				
AP00340624 711834	SEARS & BENNETT LLP	03/08/11	2,357 30	×	HO	B7			
AP00340625 709721	SHARDEN INC	03/08/11	100 00	X	но	នាន			
AP00340626 711193	SHELMARK ENGINEERING L L C	03/08/11	3,574 45	3 E	но				
AP00340627 405858	SHELTERING HARBOUR	03/08/11	3,871 00	×	H O				
AP00340628 193128	SIGN SHOP INC, THE	03/08/11	1,187 00	3	но				
AP00340629 711803	SIMISKEY, STANLEY A	03/08/11	195 00	æ	но	B7			
AP00340630 704656	SIMMONS, MARILYN H	03/08/11	226 95	3	ОН				

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AP00340632 711908	SOLIS, SUSAN RYAN	11/80/80	0 % 6 6 6	¥ E	H O	ВЭ
AP00340633 408831	SOUTHERN CRUSHED CONCRETE LLC	03/08/11	7 519 72	æ	OH	
AP00340634 708036	SOUTHERN KEYS	03/08/11	00 086	X 3	но	B.7
AP00340635 713129	SOUTHWEST 7 & I INC	03/08/11	284 20	Σ	но	
AP00340636 707542	SPRINT SPECTRUM LP	03/08/11	538 99	MW	МО	
AP00340637 194159	STANDARD STEEL SUPPLY INC	11/80/60	260 78	X	но	
AP00340638 712731	STARTEX TITLE/FED EX	03/08/11	20 00	X	OH	
AP00340639 712731	STARTEX TITLE/PED EX	03/08/11	40 00	¥	но	
AP00340640 711254	STARTEX TITLE	03/08/11	8 00	3	но	
AP00340641 405006	STATE OF TEXAS	03/08/11	1,042 07	Σ	но	
AP00340642 409104	STEVE'S WAREHOUSE TIRES	03/08/11	92 50	Σ	но	
Ap00340643 093039	STEVEN-SHARON CORPORATION	03/08/11	130 80	æ	но	
AP00340644 194514	STEVENS MARK W	03/08/11	234 00	3	но	В7
AP00340645 432219	STEWART, DELLA L	03/08/11	219 81	X	HO	
AP00340646 708715	STREAM ENERGY	03/08/11	200 00	3	но	
AP00340647 702839	SUHLER, DAVID	11/80/80	950 00	ĭ	HO	В7
AP00340648 711234	SULLIVAN LAND SERVICES LTD	03/08/11	100,845 77	X	но	
AP00340649 405722	SUN COAST RESOURCES INC	03/08/11	50,208 73	3	но	
AP00340650 712883	SUNFLOWER FOODS LTD	03/08/11	235 30	3	H O	
AP00340651 707408	SUNGARD PUBLIC SECTOR INC	03/08/11	10 15	M W	но	
AP00340652 712319	SUPER SKY PRODUCTS INC	03/08/11	26,267 50	3	М	
AP00340653 405881	TEXAS AGRILIFE EXTENSION	03/08/11	200 00	X E	но	
AP00340654 404797	TEXAS COLLEGE OF PROBATE JUDG (03/08/11	1 625 00	E E	но	
AP00340655 401245	TEXAS DEPARTMENT OF PUBLIC SA (03/08/11	7 00	3 <u>.</u> E	но	
AP00340656 402930	TEXAS DEPARTMENT OF TRANSPORT (03/08/11	5,131 30	Σ	но	

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AP00340658 708583	TEXAS LAW & PSYCHIATRY PLLC	03/08/11	2 400 00 N	33 E	но
AP00340659 713072	TIBALDOS FEED AND SUPPLY	03/08/11	169 80	W	но
AP00340660 700583	TORRES, ROBERTO	03/08/11	552 S0 N	×	он в7
AP00340661 705465	TREADWELL ELECTRIC CONTRACTOR	03/08/11	41,496 95 N	×	но
AP00340662 712290	TREE-MENDUS	03/08/11	3,950 00	3	но
AP00340663 703616	TRIPLE S STEEL SUPPLY LLC	03/08/11	19020	×	но
AP00340664 703929	TXU ENERGY RETAIL COMPANY LP	03/08/11	489 90 7	×	Он
AP00340665 703929	TXU ENERGY RETAIL COMPANY LP	03/08/11	236 00 N	×	Он
AP00340666 710003	U S ENERGY SAVINGS CORP	03/08/11	73 10 M	3 %	но
AP00340667 713200	UMSTED, BILLY J & YORIKO	03/08/11	9,248 58 N	X X	но
AP00340668 711701	US ATTORNEYS OFFICE	03/08/11	10 00 %	35	Он
AP00340669 709761	USA MOBILITY WIRELESS INC	03/08/11	110 22 M	×	но
AP00340670 709039	VICKERY, KAY	11/80/11	30 09 %	3	но
AP00340671 708752	VOICE4NET COM	03/08/11	S0 00 M	æ	но
AP00340672 702057	WALKER, MARGARET W	03/08/11	100 00 M	×	он вл
AP00340673 706298	HALMART	03/08/11	10 00 M	æ	но
AP00340674 701863	WEBER, WINIFRED B	03/08/11	M 00 056	3 E	он в7
AP00340675 701533	WEST PUBLISHING CORPORATION	03/08/11	133 17 M	Œ	по
AP00340676 712638	WILSON JOCELYN	03/08/11	379 95 M	X	но
AP00340677 401705	WW GRAINGER INC	03/08/11	482 71 M	3.	но
AP00340678 242016	XEROX CORPORATION	03/08/11	614 22 M	3	но
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FT00000139 161059	BOB PAGAN FORD INC	03/08/11	4,730 62	×	Ю				
FT00000140 712005	CIANBRO/BRASFIELD & GORRIE II 03/08/11	03/08/11	3851,500 24	ςχ	но				
FT00000141 403006	KEYWORTHS HARDWARE INC	03/08/11	43 74	X C	НО				
FT00000142 705097	LONE STAR UNIFORMS INC	03/08/11	6,652 40	CX	но				
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AGENDA ITEM #1b

ORDER

On this the 8th day of March 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark A Henry, County Judge
Patrick Doyle, Commissioner, Precinct No 1
Kevin D O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and
Dwight D Sullivan, County Clerk

when the following proceedings, among others, were had to-wit

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending March 2, 2011 and being salary warrant numbers PY0332300 through PY332315 and EFT90292360 through EFT90293680. The gross amount of such warrants are estimated \$ 2,844,692.01 for Biweekly Payroll #5, 2011.

UPON MOTION OF COUNTY COUNTY COUNTY COUNTY HENRY AND SECONDED

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS8TH DAY

OF MARCH, 2011 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

Dwight D. Sullivan

Cuthry Clerk

Cliff Billingsley, CPA

County Auditor

AGENDA ITEM #2a



Donald Glywasky Barry C Willey Myrna S Reingold

HARVEY BAZAMAN

Galveston County. Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

ECEIVE D

Galveston Line (409) 770-5562

GALVESTON COUNTY JUDGE

Houston Line (281) 316-8300

Fax Line (409) 770-5560

February 25, 2011

Hon Mark Henry Hon County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

Re. County claim for recovery of property damages

Date of auto collision: July 28, 2010 Amount of Damage. \$2,739.37

Gentlemen

I am pleased to inform you that we have made a complete recovery in connection with the above referenced claim

The facts underlying our claim are that on or about the above referenced date a minor auto collision occurred with a Galveston County Sheriff's Department vehicle. The county vehicle was parked when the individual struck the vehicle due to being distracted. This settlement amount represents a full recovery for property damages in the amount of \$2,739.37. No other claims are pending in this matter.

We received the settlement check and it was deposited in the appropriate account through the Treasurer's office

Should you have any questions, please call.

Sincerely,

Barry C Willey

BCW/mfa Enclosures 10-132

cc Sheriff, Freddie Poor

Mr Rufus Crowder, Purchasing Agent Mr Ron Shelby, Budget and Finance

AGENDA ITEM #2b



Donald Glywasky Barry C Willey

Myrna S Reingold

HARVEY BAZAMAN

Galveston County Legal Department

COUNTY COURTHOUSE 722 MOODY 5th FLOOR GALVESTON, TEXAS 77550-2317 DECEIVED FEB 28 2011 Galveston

Line (409) 770-5562

GALVESTON COUNTY JUDGE Houston Line

(281) 316-8300

Fax Line (409) 770-5560

February 25, 2011

Hon. Mark Henry Hon County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

Re County claim for recovery of property damages

Date of auto collision 12/18/2010 Amount of Damage. \$2,732 27

Gentlemen

I am pleased to inform you that we have made a complete recovery in connection with the above referenced claim

The facts underlying our claim are that on or about the above referenced date a minor auto collision occurred with a Galveston County Sheriff's Department vehicle. The county vehicle was sideswiped by the individual vehicle as she was turning into a private driveway on FM 1764. The individual was cited for failing to yield the right of way. This settlement amount represents a full recovery for property damages in the amount of \$2,732.27. No other claims are pending in this matter.

We received the settlement check and it was deposited in the appropriate account through the Treasurer's office

Should you have any questions, please call

Sincerely,

Bayry C. Willey

BCW/mfa Enclosures 11-005

cc Sherif

Sheriff, Freddie Poor

Mr. Rufus Crowder, Purchasing Agent Mr Ron Shelby, Budget and Finance

AGENDA ITEM #3

CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, JUDGE MARK HENRY, certify that I have

completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551 005

Certificate is issued effective this 21st day of January, 2011



ATTORNEY GENERAL OF TEXAS GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates Government Code Section 551 005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection

Certificate No 11-138230M

AGENDA ITEM #4



GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591 Telephone (409) 935-1980 or toll free (866) 277-4725

Fax (409) 935-4319

February 28, 2011

MAR O 1 2011

GALVESTON COUNTY JUDGE

The Honorable Mark Henry County Judge County of Galveston 722 Moody, 2nd Floor Galveston, TX 77550

Dear Judge Henry:

Attached is a copy of Texas Commission on Environmental Quality's correspondence received by this office informing the District that a Use Determination Application has been filed for

TEXAS REFINING DIVISION 502 10TH STREET SOUTH TEXAS CITY, TX 77592

Tracking Numbers 14975

If you have any questions, please call Marcel Pierel, Special Projects, at (409) 935-1980 or toll free (866) 277-4725, extension 451.

Sincerely,

KW:jw Enclosures Ken Wright Chief Appraiser

Keer Wanget

CC. Marcel Pierel

GCAD, Special Projects Division

(original documents)

FEB 1 6 2011

GALVESTON CAD

Bryan W Shaw, Ph D, Chairman
Buddy Garcia, Commissioner
Carlos Rubinstein, Commissioner
Mark R Vickery, P. G, Executive Director



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 14, 2011

Ms Debora Krupp Marathon Petroleum Company, LP 539 South Main Street, Room 4135 Findlay, Ohio 45480

Re Notice of Administrative Completeness for Application 14975

Texas Refining Division 502 10th Street South Texas City (Galveston County)

Dear Ms. Krupp

The Texas Commission on Environmental Quality (TCEQ) has determined the information required by §17 10 is complete for application 14975, received on January 28, 2011 A technical review will be conducted according to Application Review Schedule described in §17.12 Please note that if additional technical information is needed, a Notice of Deficiency (NOD) letter will be issued, and this may increase the length of the review time and will not be considered a part of the review schedule

In accordance with §17 12, a copy of the application has been mailed to the appraisal district for the county in which this property is located. If you have any questions or require clarification, please contact Mr. Ron Hatlett of the Tax Relief for Pollution Control Property Program at the letterhead address (MC110), by telephone at (512) 239-6348, or by e-mail at ronald hatlett@tceq texas gov

Sincerely,

Chance Goodin, Team Leader Stationary Source Programs

Air Quality Division

CG/rh

/cc

Enclosure

Chief Appraiser, Galveston County Appraisal District, 600 Gulf Freeway, Suite 113, Texas City, Texas 77292



14975 CCPY Received
JAN 2 8 2011
Air Quality Division

Tax Relief for Pollution Control Property

Application Form – Effective January 2008

DRAFT

Received

JAN 2 8 2011

Air Quality Division:

DISCLAIMER

This document is intended to assist persons in applying for a use determination, pursuant to Title 30 Texas Administrative Code Chapter 17 (30 TAC 17) Conformance with these guidelines is expected to result in applications that meet the regulatory standards required by the Texas Commission on Environmental Quality (TCEQ). However, the TCEQ will not in all cases limit its approval of applications to those that correspond with the guidelines in this document. These guidelines are not regulation and should not be used as such Personnel should exercise discretion in using this guidelines document. It should be used along with other relevant information when developing an application

TEXAS COMMISSION ON ENVIRONMENTAL QUALITAIR QUALITAIR QUALITAIR DIVISION APPLICATION FOR USE DETERMINATION FOR POLLUTION CONTROL PROPERTY

The TCEQ has the responsibility to determine whether a property is a pollution control property. A person seeking a use determination must complete the attached application or a copy or similar reproduction. For assistance in completing this form refer to the TCEQ guidelines document, *Property Tax Exemptions for Pollution Control Property*, as well as 30 TAC \$17, rules governing this program. For additional assistance please contact the Tax Relief for Pollution Control Property Program at (512) 239-3100. The application should be completed and mailed, along with a complete copy and the appropriate fee, to TCEQ MC-214, Cashiers Office, PO Box 13088, Austin, Texas 78711-3088.

Information must be provided for each field unless otherwise noted.

1.	GENERAL INFORMATION	
	A What is the type of ownership of this facilit	ty?
		e Proprietor
	Partnership Util	ity
		er (LLC)
	B Size of company. Number of Employees	
	1 to 99 1,000 to 1,99	9
	☐ 100 to 499 ☐ 2,000 to 4,99	
	☐ 500 to 999 ☐ 5,000 or mor	е
	facility)	scription of the type of business or activity at the ry near Texas City, Texas which refines, processes, ude oil and natural gas liquids
2.	TYPE OF APPLICATION Tier I \$150 Fee Tier III \$20 Tier III \$20 Tier IV \$20 Tier IV \$20 NOTE Enclose a check, money order to the Tapplication to cover the required fee	
3.	NAME OF APPLICANT	
٥.		Marathon Petroleum Company LP
		39 South Main Street
	· · · · · · · · · · · · · · · · · · ·	Indlay, OH 45840
		144 May 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
4.	PHYSICAL LOCATION OF PROPERTY F	REQUESTING A TAX EXEMPTION
	A Name of Facility or Unit:	Texas Refining Division
	B. Type of Mfg Process or Service	Petroleum Refining
	C Street Address	502 10th Street South
	D City, State, and Zip	Texas City, TX 77590
	E Tracking Number (Optional)	
	F Company or Registration Number (Optional	l)· RN100210608

Received

APPRAISAL DISTRICT WITH TAXING AUTHORITY OVER PROPERTY 5. JAN 28 2011 Galveston Central Appraisal District A Name of Appraisal District B Appraisal District Account Number NA Air Quality Division **CONTACT NAME** 6. Marathon Petroleum Company LP A Company/Organization Name B Name of Individual to Contact Debora Krupp 539 South Main Street, Room 4135 C Mailing Address (Street or P O Box) D City, State, and Zip

E Telephone number and fax number F E-Mail address (if available)

Findlay, OH 45840 419-421-4527 (phone) 419-421-8451 (fax) drkrupp@marathonoil com

RELEVANT RULE, REGULATION, OR STATUTORY PROVISION 7.

For each media, please list the specific environmental rule or regulation that is met or exceeded by the installation of this property

MEDIUM	Rule/Regulation/Law
Air	40 CFR Part 60 10 and 40 CFR Part 60 18 (New Source Performance Standards) and 40 CFR 63 11, Subpart CC (Refinery MACT)
Water	
Waste	

DESCRIPTION OF PROPERTY (Complete for all applications) 8.

Describe the property and how it will be used at your facility Do not simply repeat the description from the Equipment & Categories List Include sketches of the equipment and flow diagrams of the processes where appropriate Use additional sheets, if necessary

Monitoring equipment (which includes flowmeters, restriction orifices, weather station, and control valves) for the flare system was installed and modifications made to existing monitoring equipment (flow meter) for better monitoring and control of steam addition to the Alky plant flare This modification was made to demonstrate compliance with flare emission limits in 40 CFR 60 18

Land If a use determination is being requested for land, provide a legal description and an accurate drawing of the property in question

PARTIAL PERCENTAGE CALCULATION 9.

This section is to be completed for Tier III and IV applications. For information on how to conduct the partial percentage calculation, see the application instructions document. Attach calculation documents to completed application.

10. PROPERTY CATEGORIES AND COSTS

List each control device or system for which a use determination is being sought. Provide additional attachments for more than 3 properties

Property	Taxable on 1/01/94?	DFC Box	ECL #	Estimated Cost	Use %
Land					
Property					
Flare Emission Monitors	<u>No</u>	<u>12</u>	<u>A-62</u> <u>A-22</u>	\$521,500 ——	100%
Totals				\$521,500	

Received

JAN 2 8 2011

Air Quality Ordsign

11.	(For more info	REDUCTION INCENTIVE GRANT rmation about these grants, see the Application Instruction document) ition for an Emission Reduction Incentive Grant be filed for this property/project? No
12.	After an initial with the applic	ON DEFICIENCIES review of the application, the TCEQ may determine that the information provided ation is not sufficient to make a use determination. The TCEQ may send a notice of uesting additional information that must be provided within 30 days of the written
13.	By signing this and belief Name	EQUEST FOR SIGNATURE sapplication, you certify that this information is true to the best of your knowledge Date 1/24/1/
	Title	Deputy Assistant Secretary Marathon Petroleum Company LP
	could receive a	enal Code, Section 37 10, if you make a false statement on this application, you jail term of up to one year and a fine up to \$2,000, or a prison term of two to 10 e of up to \$5,000

This form will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol (Effective September 1, 2006)

> Received JAN 28 2011 Air Quality Division

AGENDA ITEM #5



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl F Johnson@co galveston tx us



February 22, 2011

Mark Henry County Judge 722 Moody Street Galveston, Texas 77550

Re Tax Refunds in Excess of \$2,500 00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	<u>Amount</u>	<u>Reason</u>
0055-0062-0000-000	\$ 3,252 60	Overpayment
0151-0006-0000-000	\$ 8,764 00	Duplicate
1642-0009-0002-000	\$ 2,851 93	Overpayment
2750-0001-0017-000	\$ 3 379 46	Duplicate
3389-0004-0011-000	\$ 5,722 40	Duplicate
3879-0002-0017-000	\$ 4,581 21	Duplicate
4428-0001-0100-001	\$30,776 80	Duplicate
4615-0015-0003-002	\$ 5,692 87	Duplicate
4948-0000-0014-000	\$2 9,971 99	Overpayment
5076-0000-0000-001	\$ 2,712 28	Overpayment
5182-0117-0011-000	\$ 3,814 96	Overpayment
5366-0004-0004-000	\$ 2,613 49	Overpayment
5584-0000-0100-000	\$ 5,298 92	Overpayment
5640-0004-0004-000	\$ 8,956 17	Overpayment
5870-0002-0044-000	\$ 6,247 76	Overpayment
5912-2001-0034-000	\$ 3,672 88	Overpayment
5926-0000-0075-000	\$ 5,218 89	Overpayment
5995-0000-0009-002	5 2,622 33	Overpayment

Judge Henry February 22, 2011 Page 2

6292-0000-0001-000	\$ 4,030 34	Overpayment
6651-0000-0021-300	\$21,185 65	Overpayment
7055-0000-0017-001	\$ 4,245 68	Duplicate
7055-0000-0144-000	\$ 2,675 77	Overpayment
7296-0003-0003-000	\$ 2,595 55	Duplicate
8600-0430-4460-005	\$ 3,698 56	Overpayment

Sincerely,

Cley E. Johnson
Cheryl E Johnson

AGENDA ITEM #6

Summary of Bi-Weekly Personnel Movements Pay Period 5 February 17 - March 2, 2011

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Community Services	4.0		_				0							0						2 4
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Job Applications Received	3]			1]													

AGENDA ITEM #7

IN THE MATTER OF THE APPOINTMENT BY THE DISTRICT JUDGES OF GALVESTON COUNTY OF A COUNTY AUDITOR FOR SAID COUNTY

STATE OF TEXAS

I, Jason E Murray Records for District Country hereby certify that the

County, Tex

GALVESTON, TEXAS

ALLES FON COUNT

COUNTY OF GALVESTON

At a Special Meeting of the District Judges, having jurisdiction in Galveston County, called for the above purpose and held on the 22nd day of February, 2011

The following were present:

David Garner, Judge of the 10th Judicial District Court, Lonnie Cox, Judge of the 56th Judicial District Court, John Ellisor, Judge of the 122nd Judicial District Court, Susan Criss, Judge of the 212th Judicial District Court, Janis Yarbrough, Judge of the 306th District Court and Wayne Mallia, Judge of the 405th Judicial District Court.

It is duly moved, seconded and agreed, ordered and directed by said District Judges that Cliff Billingsley be appointed County Auditor of Galveston County, Texas for a term of two (2) years commencing on April 4th, 2011 at the annual salary of \$125,275 00.

The District Clerk of Galveston County is ordered and directed to record this Order in the Minutes of all six (6) District Courts and to certify a copy thereof to the Commissioners' Court of Galveston County for observance. The Commissioners' Court will cause said certified copy to be recorded in minutes, all in accordance with the direction of V.T. C. A. Local Government Code, Section 84.002-007.

Honorable David Garner
Judge, 10th Judicial District Court

Honorable Lonnie Cox
Judge, 56th Judicial District Court

Honorable John Ellisor
Judge, 122nd Judicial District Court

Honorable Wayne Mallia
Judge, 405th Judicial District Court



BILLINGSLEY, OLEN CLIFTON III - Individual Licensee **Review CPE Courses Previously Reported**

	_
Your license fees are due and CAN BE PAID ONLINE.	

Licensee Menu

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CPE Courses Previously Reported

The following courses that were reported in a prior business day have been used to calculate the CPE requirement for your next unissued license period

License Period	Туре	Date Taken	Hours	Method	Sponsor ID	Sponsor	Course	CPE Course
MAR 01 2009 - FEB 28, 2010	Tech	07/17/2008	8 50	Α		Texas Association of County Auditors		On the Road Training
	Tech	07/18/2008	16 00	В		Texas Association of Coutny Auditors		On the Road Training Auditing the Tax Assessor Office
	Tech	05/14/2008	6 50	Α		Sunguard Bi-Tech		GL Fiscal Year End Processing
	Tech	05/14/2008	18 00	Α		Sunguard Bi-Tech National Users Group		Annual IFAS Conference
	Tech	05/07/2008	17 70	A		Texas Association of County Auditors		50th County Auditors Institute
	Ethics	02/27/2009	4 00	A		Texas Society CPAS/CPE Fdn Inc		Texas Ethics for CPAs
	TOTAL		70 70					
MAR 01, 2010 FEB 28 2011	Tech	05/06/2009	17 70	A	000628	The Texas Association of County Auditors		51rst County Auditors' Institute
	Tech	07/25/2009	16 00	Α		National Association of Counties		75th Annual Conference
	Tech	08/06/2009	2 00	Α		Sungard Bi-Tech Systems	L	Introduction to IFAS 7i System
	Tech	10/08/2009	22 00	A		Bi-Tech Sungard National Users' Group		2009 Annual Users' Group Meeting
	Tech	10/20/2009	15 00	Ā	003000	Texas Association of County Auditors	1	64th Annual Fall Conference
-	TOTAL		72 70	-				
MAR 01, 2011 - FEB 28 2012	Tech	05/04/2010	30 00	A		Texas Association of County Auditore		Annual Conference
	Tech	05/12/2010	30.00	Α	_	Bi-Tech Sunguard Users Group		Annual Conference
	Tech	08/05/2010	12 00	_ A _	Τ	Null-Lairson CPA Firm		Null-Lairson Auditing Courses
	Tech	10/12/2010	32 00	Α		Texas Association of County Auditors		Mid Year Conference
	Tech	01/12/2011	20 00	Α	$\prod_{i=1}^{n}$	Texas Association of County Auditors		Traveling Audit Conference
	TOTAL		124 00					

Course methods are A-Participant, B-Instructor, C-Author, D-Correspondence.



BILLINGSLEY, OLEN CLIFTON III - Individual Licensee Online License Renewal - Payment Accepted

Online License Renewal — Payment Accepted

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Online Renewal Payment Information

License Period

MAR 2011 - FEB 2012

CPA-Government employment, professional fee exemption

License Fee 40 00
Professional Fee 00
Late Penalty 00
Past Due Processing Fee 00
Processing Fee 00

Total Amount Due

40 00

Payment of the amount due does not guarantee your license will be issued

You will receive a license card from the Board by U.S. Postal Service when your renewal has been approved

Transaction Details

Your credit card payment was accepted

Total Amount Paid \$ 40 00
Reference ID 457170012368004
Receipt Date 1/31/2011
Receipt Time 03 13 08 PM CST

Card Number *5147

Print



BILLINGSLEY, OLEN CLIFTON III - Individual Licensee CPE Reporting--Verify CPE Just Submitted Online License Period: MAR 2011 - FEB 2012 Accrual Period: MAR 2010 - FEB 2011

Total Technical	Total Non-Technical	Total Ethics	Total CPE
124.00	0.00	4.00	128.00

Date Taken	Method	Sponsor ID	Sponsor	Course ID	CPE Course	Houre	
TECH	INIC/	AL CP	E				
05/04/2010	A		Texas Association of County Auditors		Annual Conference	30 00	Modify
05/12/2010	A		Bi-Tech Sunguard Users Group		Annual Conference	30.00	Modify
08/05/2010	¥		Null-Lairson CPA Firm		Null-Lairson Auditing Courses	12.00	Modify
10/12/2010	A		Texas Association of County Auditors		Mid Year Conference	32.00	Modify
01/12/2011	A		Texas Association of County Auditors		Traveling Audit Conference	20 00	Modify
ETH	CS C	PE					
02/18/2011			Beacon Hill Financial Educators		Ethics for Texas	4 00	Edit/Delete

Course methode are: A-Participant, B-Instructor (20 hrs max), C-Author (10 hrs max), D-Correspondence.

Print

Back

Licensee Menu

DES MOINES OFFICE 2100 FLEUR ORIVE DES MOINES, IOWA 50321-1158 (515) 243-8171 FAX (515) 243-3854



AUSTIN OFFICE P O BOX 26720 AUSTIN, TEXAS 78755-0720 (512) 343-9033 FAX (512) 343-8363

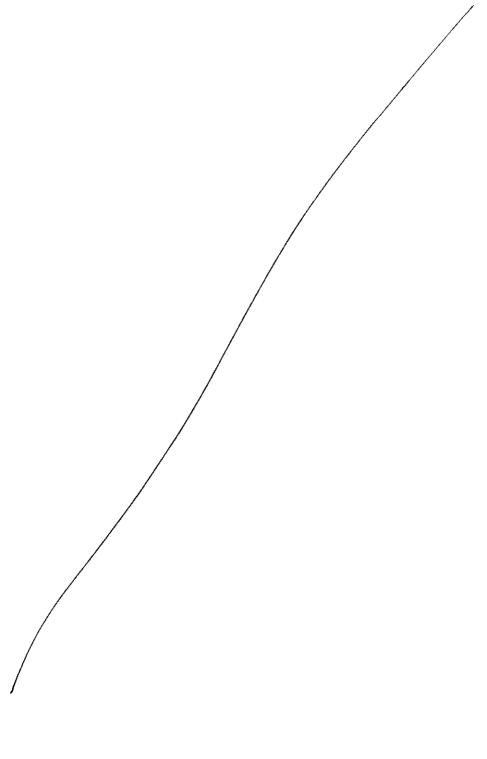
COMMERCIAL BOND APPLICATION

Bond No. TX 595052

Applicant (Exactly as it will appear on bond)				· _	Social Secu			med 🗷
Cliff Billingsley					458-	<u> 74-24</u>	문고] ³¹	ingle 🔲
AG 21 Somb Down	The ive	. L.	2	PV			フフベー	7 2
Business Address	va ariv	Phone	cas or	Email		(4 , 1	, , ,	
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Type of Business or Individual's Occupation				How long in		ين ن.	Server	· • • •]
County Auditor	Zinc	lividual didasonh	Corporation			_		
Name & Address of Owner or Co-Applicant or Indemnitor	<u></u>			% of Owner	ship	Social Secu	srity #	
						ļ		
Type of Bond	Amount of Bond			Effective Ou				
Public Official-County Auditor	\$ 100,000			April 4,	2011			
Address	-						- · -	
District Judges of Galveston County				 _		,,,		
Previous Surely Yes No if yes, give name and o	' '	Other Sure	ly Bonds in force	7 ∐Yes ဩN	lo if Yes, pr	ovide name o	of Surety	
MBC, Increase in bond amount to \$100,		L						
	INDEMNITY			,				
This Agreement entered into by and between the under Company (Mutual), of Des Moines, lower herematter calle		nts and/or i	ndemnitors, here	inafter called	the undersk	gned and M	erchants B	Sonding
The undersigned certifies that the foregoing stateme	nts and declarations are true							
closs hereby promise and agree to pay an annual premium the complete termination of its liability on said bond.	im to the Company until such	time as the	undersigned sha	all furnish the	Company we	th evidence s	satisfactory	to it of
The undersigned further agrees to indemnify and s								
applicant for, from and against any and all losses cost Company for loss adjusting expenses and compensation								
Company by reason of the said Company having become The undersigned hereby further agrees that the voucl	surely on said bonds.	•		ŕ	•	·		
evidence against the undersigned of the fact and extent	of the undersigned's liability t	o the said C	ompany under sa	id obligation	of the under	signed, wheth	her said pay	yments
were made to discharge a penalty thereunder incurred if work covered thereby and whether voluntarily made or p				osa orolavni	n connection	therewith, or	in complet	ling the
If the Company shall set up a reserve to cover an	claim suit or judgment und	ler any such	bonds the unde					
Company a sum of money equal to such reserve such a which shall have been or shall hereafter be, pledged as								
discretion of the Company, as collateral security on any o	ther bonds coming within the	scope of this	Agreement	-	•	, ,		
This Agreement shall constitute a Security Agreement Code of every jurisdiction wherein such Code is in offi								
undersigned at the time of such recording. However, the release or impair any of the obligations of the undersigne	filling or recording of this Agre	eement shal	l be solely at the	option of the	Company, as	nd the failure	to do so el	hali not
Company under this Agreement or otherwise. The use of	this Agreement as a Security	/ Agrøernent	Financing State	ment or cons	ensual lien si	hall in no way	/ abrogate	restrict
or limit the rights of the Company under this Agreement levy execution, sale or other legal process	oratlaw or mequity. The un	ndersigned v	valve all right to c	laim any proj	perty includir	ng homestead	d, as exem	pt from
it is further agreed that the terms and conditions of the				s in the amou	int of any and	talibonds a	nd shall als	o apply
to all renewals whether the bond is continuous, renewed The Company shall have the right, and is hereby as	thorized but not required to	fill up any b	lanks left herein					
bonds, or in said premium or premiums, or in any nami application shall be liberally construed so as to fully profe	e or names it being agreed	that such in	sertion or correct	tions, when s	so máde, sha	all besprimarî	acie correc	of This
Company as the attorney in-fact of the undersigned with I								
of this Agreement Disclosure to Applicant given pursuant to the Fair C	redit Reporting Act. You are	hereby noti	lied that an inves	stigative cons	umer report i	includina info	rmation as	to your
character general reputation, personal characteristics an	d mode of living MAY be obta	ined by the	Company You m	ıay request in	writing from			
nature and scope of such report if obtained. (This applies A facsimile copy of this document or the signature):	•		-	•		for all nume	14 8 \$	
			aurer Arrentalit d	mese engue	· administration)	· · · · · · · · · · · · · · · · · · ·		
Dated the 1741	day of Fabru	6 - -		_	_	AD	2011	
	,	(Sign Apr	lection Twice - a	s Analicent a	nd as Indemn		-,	
Winess O			The T	كسك	40×		loania SI	mate:
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join in the above indemnity agreement		~ _			10	· · · · · · · · · · · · · · · · · · ·	~	
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☐ GUARCIAN/GONSERV OF INCAPACITATED PERSON ☐ OTHER	Ffame and age of Minoris) or him	npacithted Person				ionship to Desea	-,_,_,	Flet Worth
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	white the applicants experienc	e in handling fraucia	я у фінцаціонь?					
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PLEASE ATTACH COURT PAPERS TO APPLICATION	Explain purpose of bond (Submi	t copy of relevant do	ocuments					
PUBLIC OFFICIAL FINANCIAL STATEMENT 1 ELESSARY IF OVER 950 00	Date Elected Appointed	Term of office of	iptes /	Premiu.		Will applicant significant significant		Yes No ed?
	Are accounts reconciled monthly Hes No By whom? Sha CC	8y whom?	dits performed? By Howa		Amenally	Date of last and	1 -	ploy deputies? Yes 110 they banded? Yes 17 No
LOST SECURITIES FINANCIAL STATEMENT FECESSARY IF DIVER STO 300	e-ial Number and Teampton (a copy or sample of the form its				Describe mai			
	Oate of instrument				if no whois	pplicant only? [] it payable to?		
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	How long has it been lost?	if a check has ☐Y∻s ☐ No	payment been stopp if yes when?	ed?		rust or note has e YesΩNo Vlas		ved in a coined? ☐ Yes ☐ No
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Know personally and reco	mmend, but do not handle app ments and further remarks wh	_		Addres	s 7900	Lowry Exp	oressway	
final decision	ing and limited schools ball	on on to trapid	at animality (1919)		Texas	City, Tex	as 77591	
	Check here if this	application wa	is previously f	axed or	emailed to) Merchants	Bonding C	ompany.

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Stocks, Bonds etc (Schedule B)				199 000	~	counts Payable			····	
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Accounts Receivable						(b) Past Due				
lotes Receivable										
Supplies										
Other Current Assets			_							
		ırrent Asse	ts /	VG 000				Total Currer	nt Liabilities	\$ 000
FIXED ASS	ETS		-	77,000		LONG	G TE	RM LIABILITIES		
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Real Estate-Homestead (Schedu	ile C)		1	-70,000)R	eal Estate-Home	estea	d (Schedule C)		-0 -
Real Estate-Investment (Schedu	le C)					eal Estate-Inves	tmen	it (Schedule C)		
All other Assets (explain fully)						ll Other Liabilities				
(a) Oit + leas Par	Land	•		200,000					····	
(b)	())		, , , , , , , , , , , , , , , , , , , 	(t	2)				
(c)								Total Long Ter	n Liabilities	
`			_		_			Tot	al Liabilities	5,000
	Total	Fixed Asse	ets 4	670.00) c.	apıtat Stöck (paii	d in)_			
			l.			et Worth				1,114,000
				,119,000				otal Liabilities and	Net Worth	1,119,000
			SC	HEDUL	E A	- CASH				
Name of Bank				L	ocation			А	mount on De	posit
3.1 V Amic		1		C	: £			98	000	
			7		J					, , , , , , , , , , , , , , , , , , ,
	SC	HEDU	JLE	B-ST	OCK	(S, BOND	os,	ETC.		
Name of Security	No Shares	Par Value	e M	arket Value		nds Paid Past wo Years		If Any Pled and fo	iged, State to Ir What Purp	Whom ose
Motor / Fr L				88.00						
TRA			4	22000					 _	
Bonde			7	11,000						
		SCI	HED	ULE C	- RI	EAL EST	AT	E		
Location and Descrip	otion of Prop	erty		In Whose Na Is Title?	ime	Monthly Revenue	F	Present Forced Sale Value	Argoun	t of Mortgage
2631 Ex. Down	Dule	e her l	36	Olen +	the			770,000	CLER	OR C
01/10	/ /	ファ	,)	7-7-1		-	1			PIST MI
Billingshy Vilt	Cery Vo	m-Tend	+	<u></u>				200,000/		DISTRICT COU
					 -			/ 6 57	(TO	, , , , , , , , , , , , , , , , , , ,
			Į				}	/e,74	Ed .	< 20m
<u> </u>										
			$\neg \uparrow$				Т		164°	- 011
							<u> </u>		E ON CO	UNFL



I, Jason E Murray, District Clerk and Custodian of Records for District Courts of Galveston, County, Texas do hereby certify, that the foregoing is a true and correct copy of the original record, and injury lawful cristody and filed to the original record and lawful cristody and filed to the original record and seal of office that the Galveston County, Texas



2 PGS

2011012034

TEXAS CONSTITUTION, ARTICLE XVI SI

"I, Cliff Billingsley, do solemnly swear (or affirm), that I will faithful execute the duties of the office of Galveston County Auditor of the State Texas, and will to the best of my ability preserve, protect, and defend the constitution and laws of the United States and of this State, so help me God."

Statement of Officer

"I, Cliff Billingsley, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God."

County Auditor/Galveston County

Office City and/or County

SWORN TO and Subscribed before me by affiant on this $\lambda \lambda$ day of

Person Authorized to Administer Oath/Affidavits

John Ellisor

Administrative DISTATE Judge

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

March 08, 2011 04 32 56 PM

FEE \$0 00

Dwight D Sullivan, County Clerk Galveston County, TEXAS

4 PGS

HOME OFFICE 2100 FLEUR DRIVE DES MOINES, IOWA 50321-1158 (515) 243-8171 FAX (515) 243-3854



AUSTIN OFFICE P O BOX 26720 AUSTIN, TEXAS 78755 (512) 343-9033 FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH FOR COUNTY AUDITOR

THE STATE OF TEXAS			
County of Galveston		Bond No 🛄	X 595052
KNOW ALL PERSONS BY THESE PRES	ENTS		
That we, <u>Cliff Billingsley</u> the MERCHANTS BONDING COMPANY as Surety, are held and firmly bound unto		n duly licensed to do business	, as Principal, and in the State of Texas,
State of Texas, his/her successors in offic (\$100,000 00***)			***
THE CONDITION OF THE ABOVE	OBLIGATION is such	, that, whereas, the above bou	nden Principal was
on the 4th day of April			
County Auditor in and for <u>Galve</u> commencing on the 4th day of April	ston 2011 and ex	County in the State	of Texas, for a term April 2013
Now, therefore, if the said Principa to be void, otherwise to remain in full force	il shall faithfully perfo		-
PROVIDED, HOWEVER, that region ber of claims which may be made against gate liability of the Surety for any and all cabove. Any revision of the bond amount s	ardless of the number this bond, the liability laims, suits, or actions	of the Surety shall not be cum s under this bond shall not exc	nulative and the aggre-
PROVIDED, FURTHER, that this bo whom this bond is payable stating that, no terminate as to subsequent acts of the Pri	ot less than thirty (30)		
Dated this 4th	day of	March	2011
	Cliff Billingsley By	n R.O. 6	Principal
	Cliff Billings	Company (Mutual)	5
	By / Muz	Well	- walt
		, Attorney-ın-Fact	
	OWLEDGEMENT OF	PRINCIPAL	
THE STATE OF TEXAS			*•.
County of <u>Galveston</u>			, , , , ,
Before me, Darla McCullo Cliff Billingsley	known to	, a notary public, on this d me to be the person whose na	ime is subscribed to the
foregoing instrument, and acknowledged therein expressed		ecuted the same for the purpo	oses and consideration
Given under my hand and seal of		Moody, Galves	ton, TX
this 22nd day o	of Wach	No MARA	100
DARLA MCCUI My Commissio		Calinil	Mough
PO 0146 TX (12/08) April 03, 2	, in [(201167+0v	County, Texas

OATH OF OFFICE (General)

1,		, do solemnly swear (or affirm) that I will
the United States and of this State, and I fur indirectly paid, offered, or promised to pay, cor	y ability thermore ntributed	preserve, protect, and defend the Constitution and laws of e solemnly swear (or affirm) that I have not directly nor I, nor promised to contribute any money, or valuable thing, ward for the giving or withholding a vote at the election at
		Signed
Sworn to and subscribed before me at		, Texas, thisday
SEAL		County, Texas
THE STATE OF TEXAS	ss	
County of	. }	
The foregoing bond of		as
this day approved in open Commissioner's Cou		County and State of Texas,
ATTEST.	•	Date
	Clerk	County Judge,
County Court	County	County, Texas
THE STATE OF TEXAS County of	} 58	
	-	County Clark in and for and County do
with its certificates of authentication, was filed to	or record	day of
day of , ,	, at_	orclock Mi, in the Records of Official Bonds
of said County in Volume, on	page_	
-		Court of said County, at office in
, Texas, the day	rand ye	
		Clerk
Dv	Denut	/ County Court County





POWER OF ATTORNEY

Bond No TX 595052

KNOW ALL PERSONS BY THESE PRESENTS. That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patsy Beall, Joseph C Blackshear, Jr, G C Blystone, Jr, Betty A Bush, Gen Johnson, A A Shotwell, Mark Smith, Donna Weinel

of Texas City and State of Texas their true and lawful Attorney-in-Fact with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

FIFTEEN MILLION (\$15,000,000 00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003

"The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof

The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of February , 2010



MERCHANTS BONDING COMPANY (MUTUAL)
NATIONS BONDING COMPANY

Draeidant

STATE OF IOWA
COUNTY OF POLK ss

On this 1st day of February ,2010, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY, and that the seals affixed to the foregoing instrument are the corporate seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written

CINDY SMYTH
Commission Number 173504
My Commission Expires
March 16, 2012

Notary Public Polk County Iowa

STATE OF IOWA COUNTY OF POLK ss

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

in Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of March

ORPORTO SING COMPORTO SING COM

Welliam Harner Is

IMPORTANT NOTICE

To obtain information or make a complaint

You may contact your insurance agent at the telephone number provided by your insurance agent

You may call Merchants Bonding Company's toll-free telephone number for information or to make a complaint at

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at

P O Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web http://www.tdi.state.tx.us
E-mail ConsumerProtection@tdi.state.tx.us

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

March 23, 2011 10 09 31 AM

FEE \$0 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #8



THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550

(409) 770-5371

GWEN MCLAREN, CPPBASST PURCHASING AGFNT

February 28, 2011

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re Office Depot Rebate Checks

Gentlemen,

As a result of the Galveston County Commissioners' Court's cooperative involvement in the U.S. Communities Government Purchasing Alliance, the following check totaling \$1,440.80 has been forwarded to the County Treasurer for deposit into the general fund

This check represent customer rebate monies due to the County based on a NACO incentive of 2% of e-commerce volume buying related activity through Office Depot for the specified periods as outlined below

	Sales Period	Amount
Office Depot check #1873336	10/01/10 thru 12/31/10	\$1,440 80
	Total	\$1,440.80

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives

Copies of the checks and calculation spreadsheets are attached for your review

Sincerely,

Rufus G Crowder, CPPB Purchasing Agent

County of Galveston

/dam attachments

Office DEPOT.

Galveston County U S. Communities 4Q2010 Volume Rebate

Galveston County purchased \$50,000 or more during the 4th quarter 2010, so received a 2% volume rebate on all purchases. The 4th quarter rebate incentive was calculated on all purchase made between October 1 and December 31,2010.

Check #1873336

Total Rebate Amount. \$1,440.80



6600 North Military Trail Boca Raton, FL 33496

WACHOVIA BANK N A Pensacola FL 32534

63-1012

NO. 1873336

16043

Date 01/21/2011 MM/DD/YYYY

Amount ********1,440 80 **US DOLLARS**

Void if not cashed within six months

Pay ONE THOUSAND FOUR HUNDRED FORTY AND 80/100 DOLLARS

Pay To

CNTY OF GALVESTON

PO BOX 1418

GALVESTON, TX 77553

1873336# #1063210125#2079900581852#

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. DO NOT CASH IF SECURITY FEATURES NOTED ON BACK ARE NOT PRESENT.

US EXPENSE

6600 North Military Trail

Check Payment NBR 1873336

Date 01/21/2011

Boca Raton, FL 33496

Invoice Number	Des	scription	Date	Voucher ID	Gross Amount	Discount	Paid Amount
SPRB1101140819	USC 4Q10 VO	LUME REBATE	01/14/11		1,440 80	0 00	1,440 80
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				İ	[
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			1		1		
]		
					1		
			1				
	_1.		<u> </u>	Total	1,440 80	0 00	1,440 80

AGENDA ITEM #9



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB PURCHASING AGENT

COUNTY COURTHOUSE

722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371

GWEN MCLAREN, CPPB ASST PURCHASING AGENT

March 2, 2011

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re Bid #B111034, Texas City Levee Pipe Removal

Gentlemen,

On February 24, 2011 bids were opened for Bid #B111034, Texas City Levee Pipe Removal, at which time seven (7) bids were received. The lowest responsible bid was received from Hugh Patrick Constructors, Inc., in the amount of \$31,884 00

The County Engineer and I recommend that you award this bid to Hugh Patrick Constructors, Inc

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB

Purchasing Agent

County of Galveston

/dam

Attachments

McCullough, Darla

From Fitzgerald, Mike

Sent Wednesday, March 02, 2011 8 41 AM

To Crowder, Rufus

Cc Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, Ken Clark

(clarkken@juno com), Grady, Patricia, Lewis, Roxann, Lopez, Renelle, Mabry, Celia-Frances,

Gilliam, Cindy, McCullough, Darla, Robertson, Elizabeth, Butler, Lisa, Harding Layne

Subject FW Bid Tab- Texas City Levee Pipe Removal

Attachments Bid Tab xls

Rufus, attached is the bid tabulation for the Texas City Levee Pipe Removal. It is my recommendation that the project be awarded to the low responsible bidder, Hugh Patrick Constructors Inc, in the amount of \$31,884.00. Funds are available in the budget.

BID TABULATION TEXAS CITY LEVEE PIPE REMOVAL - ABANDONMENT IN PLACE

PRE	PREPARED BY LISA BUTLER										February 24, 2011
L				Engineer's	er's Estimate	Hugh Patrick	Hugh Patrick Constructors, Inc	Charnock {	Charnock & Company, Inc.	JM Re	JM Resources, Inc
)		P 0	P O Box 1757	114	1140 Sailfish	04	P O Box 638
BA	BASE BID					Texas Cit	Texas City, Texas 77592	Hitchcock	Hitchcock, Texas 77563	League Ci	League City, Texas 77574
ΙĖΜ	MI	TINI	OUAN	LINI	TOTAL	TINO	TOTAL	TINO	TOTAL	LINO	TOTAL
2		; ;	; ; ;	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
-	Excavation	ζ	109	\$35 00	\$3,815 00	\$40 00	\$4,360 00	\$34 60	\$3,771 40	\$95 00	\$10,355 00
α	Removing Structures	rs	-	\$5,000 00	\$5,000 00	\$5 763 00	\$5,763.00	\$11,054 59	\$11,054 59	\$6,200 00	\$6,200 00
က	Concrete Structure, Pipe Fill	Շ	127	\$125 00	\$15 875 00	\$123 00	\$15,621 00	\$128 00	\$16,256 00	\$260 00	\$33,020 00
4	4 Embankment (Final)	ζ	109	\$40.00	\$4 360 00	\$47 00	\$5 123 00	\$29 80	\$3,248 20	\$95 00	\$10 355 00
2	Seeding & Fertilizing For Erossion Control	SY	1,017	\$1 00	\$1,017 00	\$1 00	\$1,017 00	\$2.93	\$2 979 81	\$0.00	\$4,500 00
		тота	TOTAL BID		\$30,067 00		\$31,884 00		\$37,310.00		\$64,430 00

	ī		r	Affolter Contract	tracting Co, Inc	Metro City C	Metro City Construction, L P	D Wagne	D Wagner Construction	Leimer	Leimer Brothers, Inc
				РО	P O Box 1436	57151	5715 Luce Street	PO	P O Box 884	Po	P O Box 3096
BA	BASE BID			LaMarque	LaMarque, Texas 77568	Houston	Houston, Texas 77087	Santa Fe	Santa Fe, Texas 77510	Galvesto	Galveston, Texas 77552
	AT DESCRIPTION	NALIO TINIT	NAIL	, INI	TOTAL	LINO	TOTAL	LINO	TOTAL	TINU	TOTAL
ģ		, ; ;		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
_	Excavation	ζ	<u>6</u>	\$45 00	\$4,905 00	\$30 00	\$3,270 00	\$20 00	\$2,180 00	\$54 71	\$5,963 39
Ø	Removing Structures	LS	-	\$5,000 00	\$5 000 00	\$6,200.00	\$6,200 00	\$17 150 00	\$17 150 00	\$12 958 40	\$12,958 40
<u>س</u>		Շ	127	\$140 00	\$17,780 00	\$200 00	\$25,400 00	\$85 00	\$10,795 00	\$120 34	\$15,283 18
4	Class A (Plans Quantity) Embankment (Final)	λ	109	\$40 00	\$4,360 00	\$30 00	\$3,270 00	\$39 00	\$4,251 00	\$70 69	\$7,705 21
5	Seeding & Fertilizing For Erossion Control	λS	1,017	\$4 00	\$4,068 00	\$2 00	\$2,034 00	\$1.20	\$1,220 40	\$1 70	\$1 728 90
		TOTAL BID	98	į	\$36,113 00		\$40,174 00		\$35,596 40		\$43,639 08

BID NUMBER B111034

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:

TEXAS CITY HURRICANE LEVEE

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bld Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in link or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	Hugh Patrick Constructors, Inc.
SIGNATURE C	Smild Janger
PRINT NAME	Donald P. Tarpey
TITLE	President
ADDRESS	P O Box 1757
CITY, STATE	Texas City, Texas
ZIP	77592-1757
TELEPHONE	(409)948-2949
FAX NO	(409)948-2282
DATE	February 24, 2011
TAX I.D. No.	741938717

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Proposal - Page 3 of 4

ADDENDUM NO. 1

BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

TEM	SPEC.					LINIT	TOTAL
Š.	NO.	DESCRIPTION	5	ON COAR	UNIT PRICE IN WORDS	PRICE	PRICE
•	110	EXCAVATION	}	9	Forty		
			; ;	SOT .	DOLLARS AND NO CENTS	\$ 40 00	40 00 \$ 4 360 00
7	496	REMOVING STRUCTURES	يا				
			3	₹	OOLLARS AND No	\$5.763.00	CENTS \$5.763.00 \$ 5.763.00
æ	420,	CONCRETE STRUCTURE, PIPE FILL,	į	10.0	enty Three		
	421	CLASS A (PLANS QUANTITY)	۔ د	77	DOLLARS AND, No	\$ 123.00	CENTS \$ 123 00 \$15 621 00
₩	132	EMBANKMENT (FINAL)	ì	90,			
	į		כֿ	for	No.	\$ 47 00	CENTS \$ 47 00 \$ 5 123 00
ស	164	SEEDING & FERTILIZING FOR	3				2, 2, 2
	(90)	EROSION CONTROL	۶۲.	1,017	DOLLARS AND NO CENTS	1 00	CENTS \$ 100 \$ 1017 00
TOTAL BID	GIO .						
					\$31,	\$31,884 00	

INCIDENTALS: ALL TTEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

Proposal - Page 4 of 4	Prope	nsal	- Page	4	of ·	4
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TOTAL: (Must agree with bid)

ADDENDUM NO. 1

State of Texas Tax Statement of Materials and other	charges:
Bid	
The cost of in-place materials to be	
incorporated into the project	\$ 10,776 00
The cost of labor, profit, materials	
not in-place and all other charges	\$ 21,108.00

\$ 31,884 00

ADDENDUM NO 1

BID NUMBER B111034

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for TEXAS CITY HURRICANE LEVEE

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

Leimer Brothers, Inc.
Inchel the Lain
Michael F. Leimer
President
P.O. Box 3096
Galveston, TX
77552
409-744-6098
409-744-7098
2/24/11
74-2076586

Proposal - Page 3 of 4

ADDENDUM NO. 1

BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

ITEM	SPEC					FINE	TOTAL
NO.	S.	DESCRIPTION	LINO D	QUAN	UNIT PRICE IN WORDS	PRICE	PRICE
**	110	EXCAVATION	?	55,	Fifty four		
			<u>ל</u>	\$	venty one CENTS	54.71	5963.39
2	496	REMOVING STRUCTURES		,	Twelve thousand nine hundred fifty eigh	ty eight	
			3	4	DOLLARS AND forty CENTS	\circ	12958.40
3	420,	420, CONCRETE STRUCTURE, PIPE FILL,	ì	100	One hundred twenty		
	421	421 CLASS A (PLANS QUANTITY)	: כ	/71	DOLLARS AND thirty four CENTS	120.34	120.34 15283.18
4	132	132 EMBANKMENT (FINAL)	7	90,7	Seventy		
			֓֞֝֞֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓	501	DOLLARS AND SIXTY NINE CENTS	69.07	7705.21
2	164	164 SEEDING & FERTILIZING FOR	ì	1 20	One		
	(ec)	EROSION CONTROL	3Y.	1,01.	DOLLARS AND Seventy CENTS	1.70	1728.90
TOTAL BID	810		:				43639.08

INCIDENTALS. ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME

L
······································

BID NUMBER <u>B111034</u>

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for: TEXAS CITY HURRICANE LEVEE

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	Metro City Construction, L.P.
SIGNATURE	Pruz noful
PRINT NAME	Robert N Smither
TITLE	Chief Estimator
ADDRESS	5715 Luce Street
CITY, STATE	Houston, Texas
ZIP	
TELEPHONE	77087 713-943-0090
	713~943-0092
FAX NO	2/24/2011
DATE	
TAX I.D. No.	51-0446360

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ADDENDUM NO. 1 Proposal - Page 3 of 4

BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

ITEM	SPEC.	NOITGIBOSE	TIMIT	NVIIO	SCOOM WILLIAM	TINO	TOTAL
NO.	NO.			40718	COVID THICK IN WONDS	PRICE	PRICE
1	110	EXCAVATION	7	00,	Thirty		000
				109	DOLLARS AND NO CENTS	30 05	3,270 00
2	496	REMOVING STRUCTURES	Ç	,	Sixty Two Hundred	00 000 2	00 000 9
			3	7	DOLLARS AND NO CENTS	000	
33	420,	CONCRETE STRUCTURE, PIPE FILL,	?	101	Two Hundred		
	421	421 CLASS A (PLANS QUANTITY)	נ	/71	DOLLARS AND NO CENTS	200 00	25,400 00
4	132	132 EMBANKMENT (FINAL)	?	9	Thirty		
			ָל.	SOT	DOLLARS AND NO CENTS	30.00	3,270 00
2	164	SEEDING & FERTILIZING FOR	ì		Two		
	(GC)	EROSION CONTROL	SY.	1,017	DOLLARS AND NO CENTS	2 00	2,034 00
TOTAL BID	. BID					40	40,174 00

INCIDENTALS: ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

ADDENDUM NO. 1

State of Texas Tax Statement of Materials and other charges:

Bid

The cost of in-place materials to be

incorporated into the project

14,000.00

The cost of labor, profit, materials

not in-place and all other charges

\$ 26,174.00

TOTAL: (Must agree with bid)

40,174.00 \$_____

BID NUMBER <u>B111034</u>

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for <u>TEXAS CITY HURRICANE LEVEE</u>

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	D. Wagner Construction Co.
SIGNATURE	(New alagn
PRINT NAME	Dennis Wagner
TITLE	President
ADDRESS	2410 FM 646 North PO Box 884
CITY, STATE	Santa Fe, TX
ZIP	77510
TELEPHONE	409 925 3702
FAX NO	409 925 2493
DATE	2/24/2011
	74-2144836
TAXID No	

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ADDENDUM NO. 1 Proposal - Page 3 of 4

BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

ITEM	SPEC	Motherace	1	Hari	SCOOK NI BOIGO FINIT	TINO	TOTAL
Q N	NO.	DESCRIPTION		CONT.	CHILL IN WOLDS	PRICE	PRICE
	110	EXCAVATION	1		twenty		
			5	<u></u>	DOLLARS AND ^{nO} CENTS	20.00	20.00 2,180.00
2	496	REMOVING STRUCTURES	!	,	seventeen thous, one hund fifty		
			2	н	DOLLARS AND no CENTS	17,150	17,150 17,150.00
8	420	CONCRETE STRUCTURE, PIPE FILL,	ì	100	eighty-five		
		CLASS A (PLANS QUANTITY)	ל	17/	DOLLARS AND NO CENTS	85.00	85.00 10,795.00
4	132	EMBANKMENT (FINAL)	i		thirty-nine		
			ک	109	DOLLARS AND nO CENTS	39.00	39.00 4,251.00
2	164	SEEDING & FERTILIZING FOR		-,,,	oue		
1	(29)	EROSION CONTROL	کر ک	1,017	DOLLARS AND EWENTY CENTS	1.20	1.20 1,220.40
TOTAL BID	018 ·						35,596.40

INCIDENTALS: ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME

ADDENDUM NO. 1

State of Texas Tax Statement of Materials and other charges:

Bid

The cost of in-place materials to be

incorporated into the project

12,044.00

The cost of labor, profit, materials

not in-place and all other charges

23,552.40

\$_____

TOTAL: (Must agree with bid)

35,596.40

BID NUMBER B111034

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for <u>TEXAS CITY HURRICANE LEVEE</u>

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	1 MKRSOUYCES, Inc.
SIGNATURE	Se Marfak
PRINT NAME	Joe Matlock
TITLE	President
ADDRESS	P.O. Box 638
CITY, STATE	League City, Tx
ZIP	League City, Tx 77574
TELEPHONE	713 824 5954
FAX NO	281 993 9058
DATE	2-16-11
TAX I.D No.	76-0317624

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ADDENDUM NO. 1 Proposal - Page 3 of 4

BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

TEM	SPEC.	NOECONDE		TINIT	oddCivin Boldo Timi	TINO	TOTAL
Š.	NO.	CCC III	200	40ml	ONII PRICE IN WORDS	PRICE	PRICE
**	110	EXCAVATION	3	100	Hisch Five		
			: د	SOT	DOLLARS AND CENTS	95,00	10355.00
7	967	REMOVING STRUCTURES		,	Six Thousand Two Hundived		
			3	→	ST	Gara	6300,000 Co300,00
ю	420,	CONCRETE STRUCTURE, PIPE FILL,	1		Two Hundred Sixts		
	421	CLASS A (PLANS QUANTITY)	5	/77	DOLLARS AND CENTS	260.00	CENTS 260.00 P3030,00
4	132	EMBANKMENT (FINAL)	3	00.	Nigety Flore		
			: :	103	DOLLARS AND	95,00	CENTS 95,00 103550
ß	164	SEEDING & FERTILIZING FOR	3	1	Four Thousand Five Hundred		
	(ec)	EROSION CONTROL	51.	7,0,1	DOLLARS AND CENTS	4500,00	CENTS 4500,00 4500.00
TOTAL BID	BID					*	,
						てから	r 64,430,00

INCIDENTALS: ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

State of Texas Tax Statement of Materials and other charges:

Bid

The cost of in-place materials to be

incorporated into the project

\$ 18300.00

The cost of labor, profit, materials

not in-place and all other charges

\$ 46130,00 \$ 64430,00

TOTAL: (Must agree with bid)

BID NUMBER B111034

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for TEXAS CITY <u>HURRICANE LEVEE</u>

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package

BIDDER	Charmode & Co. Inc.
SIGNATURE	F. Commal
PRINT NAME	Peter Charnock
TITLE	tresident
ADDRESS	1140 Smilfish
CITY, STATE	Hotch cock, TX
ZIP	77563
TELEPHONE	4.9.935.3101
	409.935.0286
FAX NO	
DATE	2·24·201
TAX I D. No.	76-0595699

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Charmad & Campan

BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

ITEM	SPEC. NO.	DESCRIPTION	TINU	IT QUAN.	UNIT PRICE IN WORDS	UNIT	TOTAL PRICE
1	110	EXCAVATION	ζ	109	DOLLARS AND SIXTY CENTS	3460	3771.40
2	496	REMOVING STRUCTURES	ST	1	DOLLARS AND P. D.T. J. LUNE CENTS	11,050	11,050, 11,054,99
က	420, 421	420, CONCRETE STRUCTURE, PIPE FILL, 421 CLASS A (PLANS QUANTITY)	CY	127	DOLLARS AND NO CENTS	123.	128- 16,256-
4	132	EMBANKMENT (FINAL)	CY	109	DOLLARS AND ELLATY CENTS	CENTS 29.89	3,248.0
2	164 (GC)	SEEDING & FERTILIZING FOR EROSION CONTROL	SY.	1,017	DOLLARS AND ALUITY Three CENTS	2.8	2,979.31
TOTAL BID	BID	Thirty Seven		3	trassand three hundred Ten%	1 1	-\$37,310°

INCIDENTALS: ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME. State of Texas Tax Statement of Materials and other charges:

Bid

The cost of in-place materials to be

incorporated into the project

\$ 16,655.

The cost of labor, profit, materials

not in-place and all other charges

\$ 20,655. — \$ 37,310. —

TOTAL: (Must agree with bid)

BID NUMBER <u>B111034</u>

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for TEXAS CITY HURRICANE LEVEE

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER	AFFOLTER CONTRACTING CO., INC.
SIGNATURE	Georg D. Offolles
PRINT NAME	TERRY D. AFFOLTER
TITLE	CHAIRMAN OF THE BOARD
ADDRESS	P.O. BOX 1436
CITY, STATE	LA MARQUE, TEXAS
ZIP	77568
TELEPHONE	409-938-3838
FAX NO	409-938-8419
DATE	FEBRUARY 24, 2011
TAX I.D. No.	1-74-1775660-2

Proposal - Page 2 of 4

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BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

ITEM	SPEC NO.	DESCRIPTION	UNIT	UNIT QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
н	110	110 EXCAVATION	CY.	109	Forty-Five DOLLARS AND No CENTS	45.00	45.00 \$ 4,905.00
2	496	REMOVING STRUCTURES	SI	т	Five Thousand DOLLARS AND No CENTS	5,000.00	CENTS \$5,000.00 \$' 5,000.00
m	420, 421	420, CONCRETE STRUCTURE, PIPE FILL, 421 CLASS A (PLANS QUANTITY)	CY.	127	One Hundred Forty DOLLARS AND No CENTS	140.00	\$ 140.00 \$17,780.00
4	132	EMBANKMENT (FINAL)	CY.	109	Forty DOLLARS AND No CENTS	40.00	40.00 \$ 4,360.00
2	164 (GC)	164 SEEDING & FERTILIZING FOR (GC) EROSION CONTROL	SY.	1,017	Four No CENTS	4.00	4.00 \$ 4,068.00
TOTAL	BID T	TOTAL BID Thirty-Six Thousand One Hundred Thirteen Dollars and No Cents	hirte	en Doll	ars and No Cents		\$36,113.00

INCIDENTALS: ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

ADDENDUM NO. 1

State of Texas	Tax Statement	of Materials and	other charges:
----------------	---------------	------------------	----------------

<u>Bid</u>

The cost of in-place materials to be

incorporated into the project

\$ 12,517.00

The cost of labor, profit, materials

not in-place and all other charges

23,596.00

TOTAL: (Must agree with bid)

36,113.00



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB PURCHASING AGENT

COUNTY COURTHOUSE

722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371 **GWEN MCLAREN, CPPB**ASST PURCHASING AGENT

February 28, 2011

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re Bid #B111010, Trailer Mounted Hydraulic Sewer Jetter

Gentlemen,

On January 6, 2011 bids were opened for Bid #B111010, Trailer Mounted Hydraulic Sewer Jetter, at which time three (3) bids were received. The lowest responsible bid was received from H1-Way Equipment Company in the amount of \$53,227 00

The Road Administrator and I recommend that you award this bid to Hi-Way Equipment Company

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB

Purchasing Agent

County of Galveston

/dam

Attachments



The County of Galveston

ROAD & BRIDGE DEPARTMENT 5115 Highway 3 Dickinson, Texas 77539

Layne Harding Road Administrator Office 281/534-4152 Facsimile 281/614-5073

į

Date

February 24, 2011

To

Rufus Crowder, Purchasing Agent

From:

Layne Harding, Road Administrator

Re.

Bid# B111010 - Trailer Mounted Hydraulic Sewer Jet Machine

I recommend awarding the above bid to the low bidder, Hi-Way Equipment, LLC, for a bid unit price of \$53,227. Our approved budget amount for this unit was \$70,000 and the budget account is 2370296100-5746010.

Thank you for your assistance in obtaining this bid

LH/djs

cc Charles Langford

BID RESPONSE TABULATION

TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE GALVESTON COUNTY, TEXAS

BID #. B111010 OPEN: 01/06/2011 10.00 AM

		MENT CO, 1	Extended	55,788 00	
Vendor	712808	KINLOCH EQUIPMENT & SUPPI HI-WAY EQUIPMENT COMPAN PATTERSON FQUIPMENT CO, I		53,227 00 55,788 00	
	93	ENT COMPAN	Extended		
Vendor	710193	HI-WAY EQUIPM	Extended Unit Price Extended Unit Price	53,227 00	
	35	MENT & SUPPI		61,498 00 61,498 00	•
Vendor	702505	KINLOCH EQUIP	Unit Price	61,498 00	
			Units	1 00 EA	
			Quantity Units		
			Description	TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE	
			Item Product Cod Description	0001 99836	
			Item	000	

55,788.00
53,227.00
61,498.00
Total of all Items

BID #: B111010 OPEN: 01/06/2011

10:00 AM

BID SHEET

TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following

LINE ITEM TOTAL \$53,22700

OPTIONS TO RENEV No Extensions/Non-Applicable

WITNESS 1/5/2011 DATE	HI-WAY EQUIPMENT, LUC COMPANY NAME AUTHORIZED REPRÉSENTATIVE'S SIGNATURE FRANK PRIDDY PRINTED NAME SAUES REPRESENTATIVE SAUES REPRESENTATIVE
6203 LONG DR CORRESPONDENCE ADDRESS HOUSTON, TX 77087 CITY, STATE ZIP CODE	POBOX 849732 REMIT ADDRESS DALLAS, TX 75284-9732 CITY, STATE ZIP CODE
26 0508814 TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)	713/649-0940 TELEPHONE NUMBER 113/649-5571 FAX NUMBER

ADDENDUM'S RECEIVED #1____#2___#3___

LINE ITEM DETAIL

TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE

BID #: B111010 OPEN: 01/06/2011 10:00 AM

GALVESTON COUNTY, TEXAS

VENDOR II 710193 HI-WAY EQUIPMENT COMPANY LLC

Item No.	Item No. Product Code Description	Description	Quantity Units	Units	Catalog #	Unit Price	Extended Price
0001	0001 99836 T	TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE	-	EA UE	EA UST 2005-750 \$ 55,2270° \$55,2270°	53,2270	\$5722-69
					Extended Price Total of all Item \$ 53,727 PD	fall Iten \$	5,727.0

BID# B111010 OPEN: 01/06/2011 10.00 AM

BID SHEET

TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following.

LINE ITEM TOTAL \$ 61, 448 92

OPTIONS TO REN	EV No Extensions/Non-Applicable
7.a18 KL	COMPANY NAME AUTHORIZED REPRESENTATIVE'S SIGNATURE PRINTED NAME SALES TITLE
PO BOX 4919 CORRESPONDENCE ADDRESS PASADENA, TX 77502 CITY, STATE ZIP CODE	PO BOX 4919 REMIT ADDRESS PASABENA, TX 77502 CITY, STATE ZIP CODE
76-0600707 TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)	7/3-473-62/3 TELEPHONE NUMBER 7/3-473-79.58 FAX NUMBER

ADDENDUM'S RECEIVED #1____#2___#3____

LINE ITEM DETAIL

TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE

BID #: B111010 OPEN: 01/06/2011 10.00 AM

GALVESTON COUNTY, TEXAS

	1
9	3
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ころび	į
>	-

Item No Pro	Item No Product Code Description	Quantity Units	Units	Catalog #	Unit Price	Extended Price
0001 99836	36 TRAILER MOUNTED HYDRAULIC SEWER IET MACHINE	_	EA	BA 147 FR 240 8 61 498 4 61, 498 4	19 4 49 x	x 364 113 \$
				Extended Price Total of all Iten \$ 61, 498 52	of all Iten \$	7 App +

BID #: B111010 OPEN: 01/06/2011 10:00 AM

BID SHEET

TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following.

line item total \$55,788.00

OPTIONS TO REN	EV No Extensions/Non-Applicable
Jatu Fatta WITNESS 1/3/2011 DATE	Patterson Equipment Co., LUC COMPANY NAME AUTHORIZED REPRESENTATIVE'S SIGNATURE Jeff Patterson PRINTED NAME President TITLE
P.O. Box 130936 CORRESPONDENCE ADDRESS The Woodlands, TX 77393 CITY, STATE ZIP CODE	P.O. Box 130936 REMIT ADDRESS The Woodlands, TX77393 CITY, STATE ZIP CODE
459-35-7614 TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)	281-770-6714 TELEPHONE NUMBER 281-419-4890 FAX NUMBER

ADDENDUM'S RECEIVED #1 #2 #3

LINE ITEM DETAIL

TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE

BID #: B111010 OPEN: 01/06/2011 10:00 AM

GALVESTON COUNTY, TEXAS

VENDOR IE 712808 PATTERSON EQUIPMENT CO., LLC

Item No	Item No Product Code Description	Description	Quantity Units	Units	Catalog #	Unit Price	Extended Price
0001	99836	TRAILER MOUNTED HYDRAULIC SEWER JET MACHINE	1	EA	557065	855, 788, 39	EA 557065 \$55,788.99 \$55,788 5
					Extended Price Total of all Item \$ 55,788,00	of all Iten \$ 55	,788.00

THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY, 1st FLOOR GALVESTON, TX 77550 (409) 770-5399 (409) 770-5549 (281) 316-8300 FAX (409) 770-5559

Transmittal

To: Patricia Grady

From: Mike Fitzgerald W. M.

Date: March 16, 2011

Re: Texas City Hurricane Levee Local Interest Pump Station Pipe Removal

Cc: Dwight Sullivan

On March 8, 2011 the Commissioners' Court (agenda item no 9) awarded the above referenced project.

Please have the Judge sign all four contracts in the place indicated Please let me know when they are ready and we will pick them up and deliver them to the County Clerk.



COUNTY OF GALVESTON SPECIFICATIONS AND CONTRACT DOCUMENTS

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL



THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY GALVESTON, TX 77550 (409) 770-5399 (409) 770-5549 (281) 316-8300 FAX (409) 770-5557

MIKE FITZGERALD, P E COUNTY ENGINEER

February 17, 2011

Re Addendum No. 1 to the Project Entitled Local Interest Pump Station Pipe Removal is Hereby Issued as Follows:

- 1 Delete the bid proposal pages 31 thru 34 from the Specifications and Contract Documents and substitute the attached bid proposal pages 31 thru 34
- Section A-A on sheet 3 of the plans is revised as follows: The end of the pipes shall be plugged with an inflatable type object or approved equal. The plug shall be inserted in the end of the pipe no further than the rip-rap. The pipes shall be completely de-watered before they are filled with concrete.

Mike Fitzgerald, P E County Engineer

GMF/ear

Attachment: Revised Proposal

BID NUMBER <u>B111034</u>

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for <u>TEXAS CITY HURRICANE LEVEE</u>

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

BIDDER		. <u></u>	
SIGNATURE		· · · · · · · · · · · · · · · · · · ·	
PRINT NAME	<u></u>		
TITLE		<u></u>	
ADDRESS			
CITY, STATE		- · · · · · · · · · · · · · · · · · · ·	
ZIP			
TELEPHONE			
FAX NO			
DATE			
TAX I D. No.			

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BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

ITEM	SPEC.		H	4	2080W NI BOIGG TIMIL	L L N	TOTAL
2	2	DESCRIPTION	ONII	QUAN	UNIT PRICE IN WORDS	PRICE	PRICE
-	110	EXCAVATION					
1	1			109	DOLLARS AND CENTS		
2	496	REMOVING STRUCTURES		,			
4	?		SI	-	DOLLARS AND CENTS		
۲	420	420 CONCRETE STRUCTURE. PIPE FILL.		,			
)	421	CLASS A (PLANS QUANTITY)	ბ	127	DOLLARS ANDCENTS		
4	133	FMBANKMENT (FINAL)					
•	1		Շ	109	DOLLARS AND CENTS		
2	164	SEEDING & FERTILIZING FOR	ì		Application and the state of th		
)	(25)		۶۲.	1,01/	DOLLARS AND CENTS		
TOTAL BID	L BID						

INCIDENTALS. ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME

not in-place and all other charges

TOTAL: (Must agree with bid)

ADDENDUM NO. 1

State of Texas Tax Statement of Materials and	d other charges:	
Bid		
The cost of in-place materials to be		
incorporated into the project	\$	
The cost of labor, profit, materials		

COUNTY OF GALVESTON SPECIFICATIONS AND CONTRACT DOCUMENTS

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL



Engineer

CONTENTS

SECTION	1	Invitation to Bid General Provisions Vendor Qualification Packet Instructions to Bidders
SECTION	11	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms
SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	Vi	Plans

SECTION 1

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders



BID #: B111034 OPEN: 2/24/2011 2:00 p.m.

INVITATION TO BID TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

BID #B111034

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for Bid #B111034, Texas City Levee Pipe Removal

Sealed bids in sets of five (5), (one (1) original and four (4) copies) will be received in the office of the County Purchasing Agent, until 2:00 PM on 02/24/2011 and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Bidders are specifically advised that any bid delivered after this time will be returned unopened.

Submitted bids will be publicly opened on 02/24/2011 at 2:00 PM in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope Bid #B111034, Texas City Levee Pipe Removal

Bidder's name and return address should be on the outside of the envelope

Plans and specifications may be obtained from the office of the <u>Galveston County Engineer</u>, 722 Moody Avenue (21st Street), 1st Floor, <u>Galveston</u>, <u>Texas</u> 77550, (409) 770-5548 or (409) 770-5552

A walk thru for any interested or prospective bidders will be conducted on Tuesday, February 22, 2011 at $10\,00$ a m at the levee entrance on Bayou Road

A \$50 00 non refundable deposit shall be required for each set of plans and specifications

Bids will be completed on the forms and proposal sheets provided

Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bonds.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB Purchasing Agent Galveston County

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of five (5), one (1) original and four (4) copies, on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB Galveston County Purchasing Agent 722 Moody, Fifth (5th) Floor Galveston, Texas 77550 Fax: (409) 621-7987

E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions. Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions. Otherwise, Bidders must adhere to the specifications when completing their submittals

9. PRICING

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. TAX EXEMPTION

Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151 309 – 151 311, of the Texas Tax Code The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements. Certificates may be issued upon request

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

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GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal. Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

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GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract

18 TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be hable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

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GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

- A Failure to use the bid form(s) furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

27. PROTEST

Any actual or prospective bidder who is allegedly aggreed in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggreeded person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

- A For damages arising out of bodily injury to or death of one person in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. BID BOND

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

32. PERFORMANCE AND PAYMENT BOND(S)

V T C A, Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), to be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas A surety licensed to do business in the state of Texas must execute the bond

Bidders should familiarize themselves with the entire provisions of $V\ T\ C\ A$, Chapter 2253 and the penalties provided for its violation before submitting their bid

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500 00 during the preceding 12-month period, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250 00 during the preceding 12-months, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk Galveston County Justice Center, Suite 2001 600 59th Street Galveston, Texas 77551

Galveston County Clerk North County Annex, 1st Floor 174 Calder Road League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

34. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contact of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

36. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS - Statement of Purchasing Policy

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the
 employee's immediate family is negotiating or has an arrangement concerning prospective
 employment is involved in the procurement

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

37. OPEN RECORDS

Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

Page 10 0001 ±

GENERAL PROVISIONS TEXAS CITY LEVEE PIPE REMOVAL GALVESTON COUNTY, TEXAS

Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge 722 Moody Second (2nd) Floor Galveston, Texas 77550 Fax (409) 765-2653

And to

Rufus G Crowder, CPPB Purchasing Agent 722 Moody, Fifth (5th) Floor Galveston, Texas 77550 Fax (409) 621-7987 Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax. (409) 770-5560



County of Galveston Purchasing Department Vendor Qualification Packet

(rev 1 2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department 722 Moody Avenue, (21st Street), 5th Floor Galveston, Texas 77550 (409) 770-5371 office (409) 621-7987 fax

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification

(please note that the included form <u>may not</u> be the latest revised form issued by the Internal Revenue Service

Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form)

Form CIQ: Conflict of Interest Questionnaire

(please note that the included form <u>may not</u> be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the

Galveston County Clerk per instructions of the State of Texas Ethics Commission)

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence one hundred thousand and no/100 dollars (\$100,000 00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00), and
- For injury to or destruction of property in any one occurrence one hundred thousand and no/100 dollars (\$100,000 00)

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262 011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the
 employee's immediate family is negotiating or has an arrangement concerning prospective
 employment is involved in the procurement

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500 00 during the preceding 12-month period, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250 00 during the preceding 12-months, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk North County Annex, 1st Floor 174 Calder Road League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON

Purchasing Department

rev 13, March 29, 2010

FO	ORM PEID: Request for Person-Entity Identification Data				
Instru	ictions Please ty	Galvesto 722 Moo Galvesto (409) 770	n completing sections in County Purchasi dy Avenue (21st. St in, Texas 77550 I-5371 office I-7987 fax	ng Agent	return completed form to
F	usiness Name:				
Γ	hysical Addres	s:			
ĺĊ	ity:			State:	Zip+4:
3. B	illing / Remit A	ddress·		<u> </u>	
C	lity [.]			State:	Zip+4
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		Areas	below are for County	use only.	
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A	ction Requeste	ed - Check One:	IFAS PEID Vendor N	 lumber:	
C) Add New		() Change Data		() Re-activate
k) Inactivate		() Employee		() Attorney

) Foster Parent

) Foster Child

() Refund

Landlord

One Time

Decar	W-9 October PUCIO Frank of the Transcry	Request for Taxpayer identification Number and Certifi	cation		Give forts to the requester. Do re send to the IRS.
- 7	Name (se shown	n your fractive fax recurs)			
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Speck	Cay, size, and Zi Texas City,	P cocos Texas 77590			
8	Last account next	erbij rere (optional)			
Раг	Тахрауч	r Identification Number (TIN)			
becku alien,	o withholding. For sele proprietor, or	propriate box. The TIN provided must mean the name given on Line 1 the standard for the sta	toers cs. il s	Second second	or or

Part II Certification

number to enter

Under penalties of perjury, I carrily that:

). The number shown on this form is my correct templayer Identification number for I are waiting for a number to be issued to seek and

Note, if the account is in more than one name, see the chart on page 4 for guidalines on whose

- 2 I am not subject to backup withholding because. (a) I am exempt from cackup withholding, or (b) I have not been notified by the financial Revenue Service (IRS) that I am subject to backup withholding as a result of a februar to report all reservat or directors, or (c) the IFS man notified me that I am no longer subject to backup withholding, and
- 3. Fam & U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out dem 2 above if you have been notified by the IRS that you are carrently subject to beckep withholding because you have failed to report all interest and dividends on your tax return. For real exists transactions, dans at a purply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of deat, contributions to an emphasis arrangement (IRA), and generally, payments other than laterest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions of reage 4.

Sign Here Signature of C

2-24-11

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to the an information return with the IRS must obtain your correct temperary identification number (TIM) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandomment of secural property, cancellation of debt, or comfounds you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requestes) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - 2. Certify that you are not subject to backup withholding, or
- 3 Claim exemption from backup withholding d you are a U.S. exempt payer, if explorable, you are also certifying that as a U.S. person, your allocable share of any partnersh moorns from a U.S. trade or business is not subject to the withholding tox on foreign partners, share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tex pulposes, you are considered a U.S. person if you are:

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- · An individual who is a U.S. column or U.S. resident adeq.
- A partnership, comporation, company, or association created or organized in the Uritled States or under the laws of the Uritled States,
- An estate jother than a foreign estate), or
- A domestic triss (as defined in Regulations section 301,7701-7).

Special rules for pertnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any loreign partners' strate of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. present that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the parametrish to escapish your U.S. status and another withholding on your state of partnership income.

The person who gives form W-9 to the pertuership for purposes of establishing its U.S. status and evoking withholding on its afforcable share of net happy from the pertueship conducting a rade or business in the United Status is in the following cases:

The U.S. owner of a disregarded entity and not the entity.

FOID W-9 (14-12-75)

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The US trust (other than a grantor trust) and not the beneficianes of the trust.

Foreign person. If you are a foreign person, do not use Form W-9 Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities)

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income However, most tax treaties contain a provision known as a "saving clause" Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items

- 1 The treaty country Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien
 - 2 The treaty article addressing the income
- 3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions
- 4 The type and amount of income that qualifies for the exemption from tax
- 5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

- 1 You do not furnish your TIN to the requester,
- 2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3 The IRS tells the requester that you furnished an incorrect TIN,

- 4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1

Penaities

Fallure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301 7701-3, enter the owner's name on the "Name" line Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole propnetor, corporation, etc.)

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form

Generally, individuals (including sole prophetors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding

The following payees are exempt from backup withholding:

- 1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2 The United States or any of its agencies or instrumentalities.
- 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

- 6 A corporation.
- 7 A foreign central bank of issue,
- 8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9 A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10 A real estate investment trust.
- 11 An entity registered at all times during the tax year under the investment Company Act of 1940,
- 12 A common trust fund operated by a bank under section 584(a).
 - 13 A financial institution,
- 14 A middleman known in the investment community as a nominee or custodian, or
- 15 A trust exempt from tax under section 664 or described in section 4947

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15

iF the payment is for	THEN the payment is exempt for	
Interest and dividend payments	All exempt payees except for 9	
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the investment Advisers Act of 1940 who regularly acts as a broker	
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5	
Payments over \$600 required to be reported and direct sales over \$5 000	Generally, exempt payees 1 through 7	

See Form 1099-MISC Miscalianeous income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding; medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box if you do not have an ITIN, see How to get a TIN below

If you are a sole propnetor and you have an EIN, you may enter either your SSN or EIN However, the IRS prefers that you use your SSN

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN if the LLC is classified as a corporation or partnership, enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www ssa gov You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676)

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TiN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2

Signature requirements. Complete the cartification as indicated in 1 through 5 below

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

- 3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bilts for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of
-	Individual	The individual
2	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3	Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4	a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
	b So-called trust account that is not a legal or valid trust under state law	The actual owner
5	Sole proprietorship or disregarded entity owned by an individual	The owner '
_	For this type of account:	Give name and EIN of
6	Disregarded entity not owned by an individual	The owner
7	A valid trust, estate, or pension trust	Legal entity
8	Corporate or LLC electing corporate status on Form 8832	The corporation
9	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10	Partnership or muttl-member LLC	The partnership
11	A broker or registered nominee	The broker or nominee
12	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

Use first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN that person a number must be furnished.

Note, if no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk

- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mirric legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov.or.contact them at www.consumer.gov/idtheft or 1-877-IOTHEFT(438-4338).

Visit the IRS website at www irs gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the number for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal (litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payer who does not give a TIN to a payer. Certain penalties may also apply

²Circle the minor's name and furnish the minor's SSN,

⁷You must show your inchividual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (On not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title) Also see Special rules for partnerships on page 1.

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
Ear vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176 006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176,006, Local Government Code An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.	
None	
Check this box if you are filling an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnairs with the apprentice than the 7th business day after the date the originally filed questionnairs becomes	opriate filing authority act incomplete or inscourate.)
Name of local government officer with whom filer has employment or business relationship.	
None	1
Name of Officer	
This section (item 3 including subparts: A, B, C & O) must be completed for each officer a employment or other business relationship as defined by Section 176,001(1-a), Local Governing pages to this Form CIQ as necessary	with whom the filer ness as ent Code. Amenh additional
A. Is the local government officer named in this section receiving or fluidy to receive totalise and moome, from the filer of the questionnaire?	आह, व्योक्ष प्रीक्ष प्राप्तकात्र
Yes X No	
B is the filer of the questionnaire receiving or filely to receive speakle income, other than investigatection of the local government officer named in this section AND the taxable income is no governmental entity?	nent income, from or at the Di received from the local
Yes X No	
C is the filer of this questionnaire employed by a corporation or other business entity with a government officer serves as an officer or director, or holds an ownership of 10 percent or more?	especi to which the local
Yes X No	
D Describe each employment or business relationship with the local government officer named	in (ins section)
Jan 2-24-11	
Signature of person doing business with the governmental early	

INSTRUCTIONS TO BIDDERS

1. BID PACKAGE

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids

2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contact the successful bidder will execute with the County

3 PRE-BID MODIFICATIONS

Any modification to any portion of this bid packet will be in writing in the form of addenda All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids. Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received

4 BID FORMS

All bids must be submitted on forms furnished by County.

5. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole

purpose of identifying the Bid Number for which the submission was made. The envelope will then be resealed. No liability will attach to a County officer or employee for the premature opening of a bid

6 TERM

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award"

7 AWARD OF BID

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid. Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

8 SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal ment to those specified; however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued

9 **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to. (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any Bidder determined to be not responsible.

10. **BID BOND**

Each Bidder will be required to furnish with his bid a Cashier's or Certified Check from any bank in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or Bid Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of execution of all contract documents and the furnishing of any necessary payment and performance bonds and insurance certificates.

The bid bond or check will be forfeited to the County as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

11 PERFORMANCE AND PAYMENT BOND

V T C A, Government Code Chapter 2253, requires a Performance Bond (for contracts in excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas

Bidders should familiarize themselves with the entire provisions of VTCA, Chapter 2253 and the penalties provided for its violations before submitting their bid

12. CONTRACT

The contract shall become effective upon the Commissioners' Court's execution of same.

The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

13 TAX EXEMPTION

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151 309, Texas Tax Code.

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9 07 in lieu of the tax. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended

SECTION II

Bid Proposal

Contract Award

סשתחום

ADDENDUM NO 1

BID NUMBER B111034

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for.

TEXAS CITY HURRICANE LEVEE

LOCAL INTEREST PUMP STATION PIPE REMOVAL

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VI of this bid package.

DIDUCK	
SIGNATURE (Smild Janas
PRINT NAME	Donald P. Tarpey
TITLE	President
ADDRESS	P O. Box 1757
CITY, STATE	Texas City, Texas
ZIP	77592-1757
TELEPHONE	(409)948-2949
FAX NO	(409)948-2282
DATE	February 24, 2011
TAX I.D. No.	741938717

Hugh Patrick Constructors, Inc.

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BID FORM

TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL ABANDONMENT IN PLACE

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đ	132	EMBANKMENT (FINAL)				253 000	00.139,614,00
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	(96)	EROSION CONTROL	<u>ج</u>	1,017	DOLLARS AND No		- 6
TOTAL BID	GIB						00.710,1 \$ 00.1
					833	\$31 884 00	

<u>INCIDENTALS:</u> ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

Proposal – Page 4	of	4
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ADDENDUM NO. 1

State of Texas	Tax	Statement	of	Materials	and	other	charges:
----------------	-----	-----------	----	-----------	-----	-------	----------

Bid

The cost of in-place materials to be		
incorporated into the project	\$ 10,776 00	
The cost of labor, profit, materials		
not in-place and all other charges	\$_21,108.00	
TOTAL: (Must agree with bid)	\$ 31,884.00	

CONTRACT AWARD

CONTRACT FOR: <u>TEXAS CITY HURRICANE LEVEE</u> LOCAL INTEREST PUMP STATION PIPE REMOVAL

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No 1072

Bid No B111034

Contractor: Hugh Patrick Constructors, Inc.

The Specifications and Drawings are enumerated as follows

Standard Specifications. Standard Specifications For Construction And Maintenance

Of Highways, Streets And Bridges; adopted by the Texas

Department Of Transportation, June 2004

Special Provisions: To Items 1 thru 9

Special Specifications: 160-01 (GC) Salvaging and Replacing Existing Topsoil

164 (GC) Seeding and Fertilizing For Erosion Control

168 (GC) Sprinkle Irrigation

432-01 (GC) Riprap and Blanket Stone

496-01 (GC) Excavation and Removal of Structures

DRAWINGS: 1 Thru 7, Prepared by Galveston County Engineering Dept.

ADDENDA Addendum No. 1

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents

The Contractor shall complete the work within 120 Calendar Time of Completion Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract

The Contract Sum The County shall pay the Contractor for performance of the Contract, the sum of THIRTY ONE THOUSAND EIGHT HUNDRED EIGHTY FOUR Dollars and No/100 (\$\frac{31,884 00}{}), payments to be made as described herein

Performance Bond required (x) yes () no Payment Bond required (x) yes () no

This Contract is issued pursuant to award made by Commissioners' Court on March 8. 2011

EXECUTED this 22nd day of March, 2011.

COUNTY OF GALVESTON, TEXAS

MARK HENRY, County Judge

ATTEST

DWIGHT SULLIVAN, County Clerk

hapma Deputy CONTRACTOR.

BY

Hugh Patrick Constructors, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT if the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

PRODUCT Rust, 7900 Texas INSURED Hugh P. O. Texas COVEF THIS INDIC CERT EXCLI INSR GE X A	, Ewing, Watt & Haney Emmett Lowry Express	, Inc	(N	CONTACT Delores							
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Texas INSURED Hugh P. O. Texas COVEF THIS INDIC CERT EXCLI	Emmett Lowry Express	•	Rust, Ewing, Watt & Haney, Inc				PHONE (400) 024 9000 FAX (400) 005				
Texas INSURED Hugh P. O. Texas COVEF THIS INDIC CERT EXCLI		7900 Emmett Lowry Expressway				[AIC, No. Ext) (409)934-0000 [AIC, No.] (409)935-1863 EMAIL ADDRESS delores_alvarado@rustewing.com					
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						Deductible		\$ 1,000			
Blanke Subrog	TION OF OPERATIONS / LOCATIONS / VEHI et Additional Insured and V gation applies to Workers ficate holder	Walver	of Subrogation applies	to General Li	ability ar						
CERTI	FICATE HOLDER			CANCELLATION							
						ESCRIBED POLICIES BE EREOF, NOTICE WILL					

722 Moody

Galveston, TX 77550

J Blackshear Jr CIC/

Washington International Insurance Company

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE (MCGREGOR ACT - PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOWN ALL BY THESE PRESENTS, that Hugh Patrick Constructors, Inc.

(hereinaf As Suret	ter call t y, as hel	he Principal), as Principal, and WASHINGTON INTERNATIONAL INSURANCE COMPANY(hereinafter called the Surety, id and firmly bound untoGalveston County, Texas
DOLLAR executor	S (\$ <u>31</u> s, succe	ed the Obligee), in the amount of <u>Thirty-One Thousand Eight Hundred Eighty-Four and No/100***</u> , 884 00***) for the payment whereof the said Principal, and Surety bind themselves and theirs heirs, administrators, essors and assigns, jointly and severally, firmly by these presents
M	WHERI WC	EAS, the Principal has entered into that certain written contract with the Obligee, dated the day of, 20, toTexas City Hurricane Levee Local Interest Pump Station Pipe Removal
(the "Co	ntract"),	which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein
	lance w	FHEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Principal shall faithfully perform the work ith the plans, specifications and Contract documents, then this obligation shall be void, otherwise to remain if full force and the following additional conditions
Α	Whenev	er Principal shall be, and declared by Obligee to be default under the Contract, the Obligee having performed Obligee's obligations thereunder, ty may promptly remedy the default, or may either
	1	Complete the Contract in accordance with its terms and conditions, or
	2	Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of this performance bond, subject to the limitations in Paragraph B below. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.
	В	The amount of this performance bond shall be reduced by and to the extent of any payments or payments made in good faith hereunder by Surety
	С	This performance bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this performance bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein
	D	No right of action shall accrue on this performance bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee
	IN WIT	NESS WHEREOF, the said Principal and Surety have executed this instrument
	this <u>18</u>	Bth day of March 20 11

WASHINGTON INTERNATIONAL INSURANCE COMPANY
(Surety)

By
Attorney-in-fact Donna Weinel

Hugh Patrick Constructors, Inc

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint
MARK SMITH, JOE BLACKSHEAR, JR , A A SHOTWELL,
BETTY BUSH, PATSY BEALL and DONNA WEINEL
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of FIFTY MILLION (\$50,000,000 00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached "



Ву Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

David M Layman, Senior Vice President of Washington International Insurance Company Vice President of North American Specialty Insurance Company



North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook	SS				
				Steven P Anderson , President and CEO of ecialty Insurance Company and David M La	
Senior Vice Presider personally known to	it of Washingto me, who bein	ton International Insurance ng by me duly sworn, acki	e Company and Vice President of N	orth American Specialty Insurance Company, we Power of Attorney as officers of and	,
			COFFICIAL SEAL DONNA D SKLENS	Nonna D. Skleno	
			Notary Public, State of Illmois	Donna D. Sklane Notary Public	

of North American Specialty Insurance Company and Washington I, James A Carpenter, the duly elected Assistant Secretary International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect

My Commission Expires 10/06/2011

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of

Donna D Sklens, Notary Public

IMPORTANT NOTICE

In order to obtain information or make a complaint

You may contact Jim Carpenter, Vice President - Claims, at 1-800-338-0753

You may call Washington International Insurance Company and/or North American Specialty Insurance Company's toll-free number for information or to make a complaint at

1-800-338-0753

You may also write to Washington International Insurance Company and/or North American Specialty Insurance Company at the following address

1200 Arlungton Heights Road #400 Itasca, IL 60143

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the **Texas Department of Insurance**:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail:

ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document

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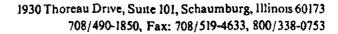
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UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de infromación y no se converte en parte o condición del documento adjunto







STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE (MCGREGOR ACT - PUBLIC WORKS) Bond No 9131216

(Penalty of this Bond must be 100% of Contract Amount)

KNOWN ALL MEN BY THESE PRESENTS, That Hugh Patr	ick Constructors, Inc
(hereinafter called the Principal), as Principal, and	Washington International Insurance Company
(hereinafter called the Surety), as Surety, are held as Galveston County, Texas	nd firmly bound unto
(hereinafter called the Obligee), in the amount of Third	ty-One Thousand Eight Hundred Eighty-Four and
No/100*** for the payment whereof the said Principal and Suret administrators, executors, successors and assigns, joi presents.	DOLLARS (\$31,884 00***) y bind themselves and their heirs,
whereas, the Principal has entered into a certain dated the day of 2011, Pump Station Pipe Removal	
made a part hereof as fully and to the same extent as NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION shall pay all claimants supplying labor and material prosecution of the work provided for in said contract, otherwise to remain in full force and effect.	IS SUCH THAT, if the said Principal al to him or a subcontract in the
PROVIDED, HOWEVER, that this bond is executed pursu of the Texas Government Code, and all liabilities of accordance with the provisions of said Chapter to the length herein	n this bond shall be determined in
IN WITNESS WHEREOF, the said Principal and Surety h	ave signed and sealed this instrument
this 18th day of March , 2011	
Ву.	Power (Principal) GTON INTERNATIONAL INSURANCE COMPANY
By	Oonna Weinel Attorney-in-Fack.

Surety Phone No (713) 821-1496

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY
KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint MARK SMITH, JOE BLACKSHEAR, JR, A A SHOTWELL,
BETTY BUSH, PATSY BEALL and DONNA WEINEL
JOINTLY OR SEVERALLY
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of
amount of FIFTY MILLION (\$50,000,000 00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24 th of March, 2000
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached " By Steven P Anderson, President & Chief Executive Officer of Washington International Insurance Company SEAL By David M Layman, Senior Vice President of North American Specialty Insurance Company & Vice President of North American Specialty Insurance Company IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their
official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of December , 20 10
North American Specialty Insurance Company Washington International Insurance Company
State of Illinois County of Cook ss
On this 15th day of December , 20 10, before me, a Notary Public personally appeared Steven P Anderson , President and CEO of
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies
COFFICIAL SEAL DONNA D SKLENS Notary Public, State of Illimois My Commussion Express 10/06/2011 Donna D Sklens, Notary Public
I, <u>James A Carpenter</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect

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SECTION III Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: TEXAS CITY HURRICANE LEVEE LOCAL INTEREST PUMP STATION PIPE REMOVAL

In the event of a conflict between any provision of these Special Terms and Conditions and any other section or provision of this bid package or a contract awarded under this bid, the Special Terms and Provisions control. If you need additional information, contact the Project Administrator

Qualified bids or exceptions to the bids are not allowed

SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to Texas City Hurricane Levee, Local Interest Pump Station Pipe removal, Galveston County, Texas.

The work to be performed will be administered by the County's Program Administrator, who, for purposes of this Contract is

Name	G Michael Fitzgerald, P.E., County Engineer
	722 Moody, Galveston, Texas 77550
Telephone	e No.: (409) 770-5399

GENERAL

This project consists of the excavation and removal of three sections of steel pipe. Each section is approximately 174 feet in length totaling 522 feet of pipe.

The Contractor will be required to make submittals on all materials for pre-delivery approval

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction. These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas MUTCD, and typical construction layouts, or as directed by the Engineer.

The Contractor shall be responsible for controlling excess dust and loose rocks

produced by the work. The Contractor shall use methods which are reasonable and practical to control these problems.

MATERIAL STORAGE

Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the ENGINEER Permission will be granted to store materials on subject surfaces if no damage or discoloration will result

MATERIAL HAULING

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State. Highways.

VERTICAL AND HORIZONTAL CONTROL

Vertical and horizontal control points will be provided by Galveston County All construction surveying and staking will be done by the contractor

MATERIALS TESTING

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications. Test results from the County's testing will be made available to Contractor.

SUSPENSION OF WORK

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials. He shall provide suitable drainage of the roadway and shall erect temporary structures where required. The contractor shall maintain the roadway in good and passable condition until final acceptance.

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent

sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use

WORKING HOURS

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7 00 P M and 6:00 A.M. of the following day

LIQUIDATED DAMAGES

Liquidated damages in the amount of <u>five hundred</u> dollars (\$500 00) Oper day will be assessed for each day beyond the time of completion that the work is not substantially complete

TIME OF COMPLETION

Time of Completion of this project is ____120__ calendar days from the date of the Notice to Proceed

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment.

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his

operations at the Contractor's expense and shall restore facilities to service in a timely manner

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project

EXPERIENCE

All bidders must have done a like project within the last two years

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly

FIELD OFFICE

For this project the Contractor will/will not have to provide a field office.

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same

FLAGMEN

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling"

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follow

General Decision Number: TX100080 03/12/2010 TX80

Superseded General Decision Number: TX20080080

State Texas

Construction Type. Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas

BRAZORIA, FORT BEND, GALVESTON, HARRIS, MONTOGOMERY, AND WALLER COUNTIES: FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work, Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

MATAGORDA & WHARTON COUNTIES ONLY: FLOOD CONTROL AND WATER AND SEWER I

FLOOD CONTROL AND WATER AND SEWER LINES, including. Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds, Pumping Stations (prefabricated drop- in not building), Revetments, Sewage Collection and Disposal Lines, Sewers (Sanitary, Storm, etc.), Shoreline Maintenance Water Mains and Water Supply Lines (not incidental to building).

Modification Number Publication Date 0 03/12/2010

* SUTX1998-009 03/26/1998

1	Rates	Fringes
ASPHALT DISTRIBUTOR	9.47	
Asphalt Paving Machine, \$	10.05	
Asphalt Raker \$	8 28	
Asphalt Shoveler\$	7.45	
Batching Plant Weigher \$	11.11	
Broom or Sweeper Operator \$	8.01	
Bulldozer\$	9.91	
CARPENTER \$	10.35	
Concrete Curbing Mach\$	8.80	
Concrete Finisher-Paving\$	9.87	
Concrete Finisher-Structures \$	9.86	

Concrete Finishing Machine\$	11.79
Concrete Joint Sealer \$	10.50
Concrete Paving Float\$	9.30
Concrete Paving Saw\$	10 01
Concrete Paving Spreader\$	9.32
Concrete Rubber\$	9.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel\$	11.35
Crusher or Screening Plant Operator \$	11.00
ELECTRICIAN\$	16.15
Flagger	7 25
Form Builder (Structures) \$	9 96
Form Liner - Paving & Curb\$	9.03
Form Setter (PAVING/CURB)\$	8 86
Form Setter-Structures \$	9.05
Foundation Drill Operator, Crawler Mounted\$	12.59
Foundation Drill Operator, Truck Mounted	12 73
Front End Loader \$	9.29
Labor Common\$	7 45
Laborer-Utility \$	8.53
Lineperson \$	7 50
MANHOLE BUILDER (Brick) \$	8.49
MECHANIC	11.38
Milling Machine Operator\$	10.43
Mixer\$	7.94
Motor Grader FINE GRADE\$ Other\$	
Oiler \$	9.56
Painter-Structures\$	14.00

Pavement Marking Machine\$	7.45
Piledriver\$	10.96
Pipe layer \$	8 49
Reinforcing Steel Setter Paving\$	12.50
Reinforcing Steel Setter Structures\$	12.47
Roller, Pneumatic, Self Propelled\$	7 96
Roller, Steel Wheel Other Flatwheel or Tamping\$	7 61
Roller, Steel Wheel Plant Mix Pavements \$	9.25
Scraper	8 69
Servicer\$	9.51
SIGN ERECTOR \$	10 06
Sign Installer	7.45
Slipform Machine Operator \$	9 20
Spreader Box Operator\$	9.08
Steelworker Structural \$	10 35
Tractor-Crawler Type\$	10 12
Tractor-Pneumatic\$	8.99
Traveling Mixer \$	9.35
Trenching Machine, Heavy\$	13 56
Trenching Machine, Light\$	10.50
Truck Driver Lowboy Float \$	11.29
Truck Driver Single Axle Heavy\$	8.76
Truck Driver Single Axle, Light\$	8.15
Truck Driver Tandem Axle Semi-Trailer \$	8.00
Wagon Drill, Boring Machine\$	10 15
WELDER \$	10.43
Work Zone Barricade\$	7.45

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (11)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing

WAGE DETERMINATION APPEALS PROCESS

- ${\bf 1}$) Has there been an initial decision in the matter? This can be
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1 8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to.

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final

END OF GENERAL DECISION

CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS

OWNER ARCHITECT **CONTRACTOR** SURETY **OTHER**

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AIA Document G706

TO (Owner)	ARCHITECT'S PROJECT NO CONTRACT FOR
PROJECT (name, address)	CONTRACT DATE

State of County of

> The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose Indicate attachment. (yes) (no

The following supporting documents should be attached hereto if required by the Owner

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- 2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
- Contractor's Affidavit of Release of Liens (AIA **DOCUMENT G706A)**

CONTRACTOR

Ad dress

BY

Subscribed and sworn to before me this

day of

19

Notary Public

My Commission Expires

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

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AIA DOCUMENT G706A

TO (Owner)	ARCHITECT'S PROJECT NO CONTRACT FOR
PROJECT (name, address)	CONTRACT DATE

State of County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

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CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of

19

Notary Public

My Commission Expires

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

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AIA DOCUMENT G707

Attest (Seal)	T ₁ tle	
	Surety Company Signature of Authorized Representative	
IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this	day of	19
as set forth in the said Surety Company's bond		, OWNER,
hereby approves of the final payment to the Contractive relieve the Surety Company of any of its obligations to	ctor, and agrees that final payment to the Contr	CONTRACTOR,
on bond of there insert name and address of Contractor)		
In accordance with the provisions of the Contract be there insert name and address of Surety Company)		ted above, the
CONTRACTOR	CONTRACT DATE	
	CONTRACT FOR	
TO (Owner)	ARCHITECT'S PROJECT NO	
PROJECT (name, address)		

ONE PAGE

CLAIMS, Current Edition

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

OWNER	
ARCHITECT	
CONTRACTOR	
SURETY	
OTHER	

AIA DOCUMENT G707 A

		· · · · · · · · · · · · · · · · · · ·
PROJECT (name, address)		
TO (Owner)	- ARCHITECT'S PROJECT NO	
	CONTRACT FOR.	
	CONTRACT DATE	
In accordance with the provisions of the Contract (here insert name and address of Surety as it appears in the b		indicated above, th
		, SURET
on bond of there insert name and address of Contractor	as it appears in the bond)	
		, CONTRACTOF
hereby approves the reduction in or partial relea	se of retainage to the Contractor as follows:	·
The Surety agrees that such reduction in or particological particological and additional control of any of its obligations to there insert name and additional control of the control of t	al release of retainage to the Contractor shall ress of Owner)	not relieve the Sure
		, OWNE
as set forth in the said Surety's bond		, 011112
IN WITNESS WHEREOF, the Surety has hereunto set its hand this	day of	19
	Surety	
	Signature of Authorized Represental	tive
Attest	0	· ·
(Seal)	Title	

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 COUNTY AS OWNER

The word "County" in this contract refers to the County of Galveston.

2. CONTRACTOR

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract

3 PROGRAM ADMINISTRATOR

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract

4 STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress.

5 **ASSIGNMENT AND SUBLETTING**

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

6 **EQUAL OPPORTUNITY**

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

7. CONTRACT

This contract consists of the following documents, Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications

8. DISCREPANCIES AND OMISSIONS

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor

9 COLLATERAL CONTRACT

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract

10. **TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator.

11 TIME AND ORDER OF COMPLETION

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment

12. EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

13 LOSSES FROM NATURAL CAUSES

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost

14 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times

15. PERFORMANCE OF WORK

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and expenenced workers

16 **STORAGE AND CLEANUP**

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work.

17. WORKING HOURS

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

18 **WORKSITE SECURITY**

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following:

- a) its employees;
- b) employees of subcontractors.
- c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator, and
- d) agents and/or employees of the County

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

19 ALCOHOL/DRUG FREE WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract

20 LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination

clause

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part

21 WAGE RATES

This Contract is a Public Works Contract governed by VTCA., Government Code, Chapter 2258 That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U S C Section 276a et seq) are used in this contract and are incorporated and made a part hereof

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area.

Contractor acknowledges that.

- A) Pursuant to VTCA, Government Code §2258 022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of \$60 00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract; and
- B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the County

Contractor represents it has read this law and the penalties provided prior to entering into this agreement.

22 UTILITIES

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

23 PARKING

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

24 FIRE AND SAFETY

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

25 **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator

26 INSURANCE

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage

- 1) Workmen's Compensation
 - a State Statutory
 - b Applicable Statutory
- Comprehensive General Liability (including Premises Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage)
 - a Bodily Injury -

\$100,000.00 each person, each occurrence \$300,000 00 Aggregate, each occurrence

- b Property Damage including loss of use \$100,000.00 Each occurrence
- c Products and Completed Operations to be maintained for 1 year after Final Payment
- d. Property Damage Liability Insurance will provide X, C or U coverage as applicable
- 3) Contractual Liability
 - a Bodily Injury

\$100,000 00 Each Person \$300.000 00 Each occurrence

b Property Damage

\$100,000 00 Each occurence

4) Personal injury, with Employment Exclusion deleted. \$100,000 00 Each occurence

- 5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles):
 - a. Bodily Injury \$100,000.00 Each Person \$300,000 00 Each occurrence
 - b Property Damage \$100,000 00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

The above requirements do not establish limits of Contractor's liability.

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage

Such insurance is to be provided at the sole cost of Contractor.

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above

The County reserves the right to require additional insurance should it be deemed necessary

27 **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced

28 DAILY CLEANUP

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations. Materials which are stored on-site shall be stored in an orderly manner. Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets.

29. FINAL GRADING

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

30 RIGHT OF ENTRY

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County

31. INSPECTION

County reserves the right to inspect the work done by Contractor at any time.

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications.

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed.

32. **DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract

33 SUBSTANTIAL COMPLETION

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work. Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken, however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor

34 FINAL COMPLETION AND ACCEPTANCE

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied

35. PARAGRAPH 35 HAS BEEN DELETED

36 PROGRESS PAYMENTS AND RETAINAGE

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor

The County shall then pay the Contractor per the provisions of Texas Government Code, Chapter 2251, on or before 30 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount

37 ESTIMATED QUANTITIES

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not quarantee any minimum amount of work under this Contract

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals

38. CHANGES AND ALTERATIONS

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract, otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall

make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned

39 EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods

Method (a) - By agreed unit prices, or Method (b) - By agreed lump sum or

Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost"

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

40 FINAL PAYMENT

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract, and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work

41 HINDRANCES AND DELAYS

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor.

42 TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing.

43 LIQUIDATED DAMAGES FOR DELAY

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay

44 ABANDONMENT BY CONTRACTOR

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate

45 **TERMINATION**

County may terminate this Contract:

- I immediately by giving written notice, if Contractor breaches its obligation under the Contract, or
- with or without cause, after giving 30 days written notice of termination to Contractor

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed. The amount of such payment will be determined by the Program Administrator

46. SALVAGE

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

47. COMPLIANCE WITH CODES

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

48 INDEMNITY

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract

49 PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of equipment, and all supplies incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

50 PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County.

51 LAWS AND ORDINANCES

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim ansing from the violation of any such laws and ordinances, whether by Contractor or its employees.

52 WARRANTY

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

53 **PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract

54 **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows to County at:

Hon Mark Henry, County Judge Galveston County Courthouse, 2nd floor Galveston, TX 77550 Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal

55 **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, not, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence.

56 APPLICABLE LAWS

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting

57 ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. A prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. A subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court

58 SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable

59 **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall be exclusively in Galveston County

60 LINES AND GRADES

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

SECTION V SPECIFICATIONS PROJECT TEXAS CITY HURRICANE LEVEE

LOCAL INTEREST PUMP STATION

PIPE REMOVAL

COUNTY GALVESTON

"The Enclosed Texas Department of Transportation specifications, special provisions, special specifications, general notes and specification data in this document have been selected by me or prepared under my responsible supervision as being applicable to this project."

G Michael Fitzgerald, P.E County Engineer

2-1-2011

Date

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows:

STANDARD SPECIFICATIONS

"Standard Specifications For Construction and Maintenance of Highways, Streets and Bridges" as adopted by the Texas Department of Transportation, June 1, 2004

SPECIAL SPECIFICATIONS

160-01 (GC) Salvaging and Replacing Existing Topsoil 164 (GC) Seeding and Fertilizing For Erosion Control 168 (GC) Sprinkle Irrigation 432-01 (GC) Riprap and Blanket Stone 496-01 (GC) Excavation and Removal of Structures

SPECIAL PROVISIONS

Special Provisions to Items 1 THRU 9

GENERAL The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above listed specification items, and including the special provisions listed above, constitute the complete specifications for this project. No separate payment will be made for any item that is not specifically set forth in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work

GENERAL NOTES AND SPECIFICATION DATA

- 1 The Contractor shall carefully examine the drawings and specifications, visit the site of this work, and check the proposed locations of all the work. The Contractor shall inform himself, in detail, as to all existing conditions, limitations, available clearances, and shall thoroughly check all facilities, which are to be removed and/or relocated
- Where a material or product is referred to on the drawings by a manufacturer's brand or trade name, it is for the purpose of establishing a standard or quality. Similar materials or products of equal quality (meeting design requirements) from other manufacturer's will be given due consideration provided they are submitted to and approved by the Engineer as per the provisions of the general conditions.
- 3 An effort to determine all the pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the Contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment. The Contractor will anticipate this in making his bid. The Contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period. This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damages to the County's facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.
- 4 The drawings and specifications are correlative and have equal authority and priority Should they disagree in themselves, or with each other, base the bids on the most expensive combination of quality and quantity of the work indicated. The Engineer will clarify the project requirements in the event of the above mentioned disagreement.
- 5 The Contractor shall be responsible for obtaining and furnishing all the permits and licenses, city, county, state or federal as required for the performance of this contract
- 6 All items of work required under this contract not specifically called for in this proposal as pay items shall be considered incidental and no separate payment shall be made for same.
- 7 Access east and west of the project site is controlled by locked gates. The Contractor shall be given a key for access. All gates opened by the Contractor shall be closed and locked by the Contractor after entering or exiting through gates.

- 8. Within the excavation areas, the top six inches shall be stripped, stockpiled and reused as topsoil for this project in accordance with the requirements of the Item 160-01 (GC), "Salvaging and Replacing Additional Topsoil." This work shall be considered incidental and no separate payment shall be made.
- The work area shall be re-graded and restored to pre-construction conditions including salvaged topsoil prior to seeding and fertilization. This work shall be considered incidental and no separate payment shall be made
- 10 All remaining steel pipe to be abandoned in place shall be sealed with concrete. The concrete shall extend into the abandoned pipe a minimum of three feet, forming a solid waterproof plug completely bonded to the pipe. Clean inside surface of pipe to achieve a firm bond. Concrete shall be a 6-sack mix with a maximum aggregate size of ¾ inch. This work shall be considered incidental and no separate payment shall be made.
- 11 Open Roadway excavation shall be barricaded at each end of the roadway. Plastic construction fencing a minimum of four feet high shall be used around all other open excavation. The Contractor shall furnish and maintain all barricades, warning signs and construction fencing.
- 12 All disturbed areas shall be seeded and fertilized as per specifications. A mowable stand of grass shall be established Re-seeding and fertilization shall be considered incidental
- 13 All removed, demolished, obliterated, waste and excess material not required to be salvaged shall become the property of the Contractor and shall be properly disposed of off-site. Handling, hauling and disposal shall be considered subsidiary to the various bid items and no separate payment will be made.
- 14. A Corps of Engineers permit for wetlands or navigable waterways is not required for this project, for the base bid or alternate bid.

15. Item 132 Embankment

For this project, embankment shall be Density Control, Type C, Class 3. The type "C" material shall consist of materials classified in the ASME 2487 as CL or CH Satisfactory earth fill materials shall be free from roots, brush, sod or other perishable materials. Embankment shall be placed in the dry

16 Item 260: Lime Treatment

For this project, Lime used for subgrade treatment shall be either Type A or Type B. The subrade treatment shall be accomplished using the "Slurry Placing" method. The percentage of Lime used shall be 6% by weight. The method of compaction shall be "Density Control"

17 Contractor's Responsibility For Work

Until final written acceptance of the project by the Engineer the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

In case of suspension of work for any cause the Contractor shall be responsible for the preservation of all materials.

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is completed, the Contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporarily park mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the Contractor.

GENERAL NOTES AND SPECIFICATION DATA

BASIS OF ESTIMATE

Specification Item	<u>Description</u>	<u>Limit and/or Rate</u>	<u>Unit</u>
432(GC)	1/4" To 4" Blanket Stone	1 3 Ton/CY	Ton
432(GC)	40 To 625 Lb Riprap	1 4 Ton/CY	Ton

SPECIAL SPECIFICATION

ITEM 160-01 (GC)

SALVAGING AND REPLACING EXISTING TOPSOIL

160-01.1 Description

This item shall consist of excavating existing topsoil, stockpiling in designated areas, and reinstalling the topsoil in a cover of uniform thickness over the entire area designated on the plans, or as directed by the Engineer.

160-01.2 Materials

This item covers work to be done with the existing topsoil only

160-01.3 Construction Methods

The methods for excavating, transporting, stockpiling and placing the existing topsoil shall be approved by the Engineer prior to starting work. Care shall be taken to prevent damaging the slopes of the levee

Material shall be stockpiled in the designated areas only. Stockpile areas shall be kept drained, insofar as practical, during the period of use. Trash, wood, brush, stumps and other objectionable materials must not be allowed to contaminate the stockpiled topsoil, so the site must be cleared and cleaned by the Contractor prior to stockpiling the topsoil and kept clean while the job is in progress.

Reinstalling the topsoil shall be done as soon as the compacted fill and grading operations have been completed or at such time as designated by the Engineer. The topsoil shall be spread so as to form a cover of uniform thickness over the ENTIRE designated area as shown on the plans. At that time, an evaluation will be made as to the necessity of additional topsoil. After the topsoil has been placed (including any additional topsoil which may be necessary), shaped and rolled, as specified in Item 164 (GC) "Seeding and Fertilizing for Erosion Control", it shall be seeded within 48 hours. The stockpile areas shall be cleaned, regraded to preconstruction condition, and seeded at that time.

160-01.4 Measurement & Payment

This item shall be considered incidental to other pay items and no separate payment shall be made

SPECIAL ITEM 164 (GC)

SEEDING AND FERTILIZING FOR EROSION CONTROL

164.1 Description

This item shall consist of preparing ground, providing and hydromulching seeds and fertilizer, rolling and other management practices along and across such areas that are to be re-seeded as designated as on the plans and in accordance with these specifications

164.2 Materials

Seed: All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS=purity + germination) name and type of seed. Seed furnished shall be of previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer Seeding shall be a combination of Bermuda grass (hulled) at 15lb /acre and Rye grass (or other approved species) 25 lb /acre for a total of 40lb /acre.

Fertilizer: Fertilizer shall be delivered in bags or containers clearly labeled showing the analysis. The fertilizer is subject to testing in accordance with the Texas Fertilizer Law Fertilizer that is powdered or caked will be rejected. A pelleted or granulated fertilizer which has an analysis of 12-12-12, (percentage of nitrogen, phosphoric acid, and potash nutrients) shall be uniformly applied at a rate of 830/lbs acre. In the event it is necessary to substitute a fertilizer of different analysis, the total amount of nutrients furnished and applied per acre shall equal that specified for each nutrient. Any such substitution shall be approved in advance by the Engineer

Mulch: Mulch for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber or shredded paper fiber. It shall be processed in such a manner that it will not contain germination or growth inhibiting factors. It shall be dyed green to allow visual metering of its application. The fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like ground cover, which readily absorbs water, and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, a standard equivalent to 10 percent moisture. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds, and shall be marked by the manufacturer to show the air dry weight content. Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements

164.3 Construction Methods

All exposed topsoil shall be seeded. All areas to be seeded shall be cultivated to a depth of 4 inches. The seed bed shall be firmed with a roller not exceeding 90 pounds for each foot of roller width and then cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deep for optimum germination. The proper cross-section shall be maintained throughout the process of cultivation and any necessary reshaping shall be done prior to any planting of seed.

Seeding and fertilizing shall be accomplished by hydromulching only

The application of the mulch slurry shall be made with hydraulic equipment, which has a built-in agitation system with an operating capacity sufficient to agitate, suspend and homogeneously mix slurry. The slurry distribution lines shall be large enough to prevent stoppage and shall be equipped with hydraulic spray nozzles which provide even distribution of the slurry on the slopes to be seeded. The fiber mulch shall be applied at the rate of 2000 pounds per acre in combination with water, fertilizer, and seed, and shall be sprayed over the soil in a uniform coat. The mulch shall be kept moist by daily application of water if necessary, until the seeds in the mulch have germinated and rooted in the soil and are visibly growing above the soil surface.

164.4 Measurement

Acceptable work and material for "Seeding and Fertilizing for Erosion Control" will be measured by the square yard complete in place. The quantity measured shall be based on the actual construction limits. Any work done outside said limits shall be at the Contractor's expense.

164.5 Payment

The work and materials prescribed by this item and measured as provided under "Measurement" shall be paid for at the unit price bid for "Seeding and Fertilizing For Erosion Control". This price shall be full compensation for furnishing all labor, materials, supervision, equipment, and incidentals necessary to satisfactorily complete the work except as follows. Water for irrigating the seed bed shall meet the requirements of Item 168 (GC) "Sprinkle Irrigation, however shall be considered incidental to this item and no separate payment shall be made for same.

Seeding will not be accepted until the planted seed has germinated, rooted in the soil, and is visibly growing above the surface of the topsoil. The Contractor shall be responsible for the establishment and/or re-establishment and proper care of a stand of grass over the entire seeded area. It is the intent of these specifications to have a good, thick, movable stand of grass over the entire project and before final acceptance of same.

SPECIAL ITEM 168 (GC)

SPRINKLE IRRIGATION

168.1 Description

This item shall consist of providing and properly applying water on all seeded areas, and any other area as directed by the Engineer and as herein specified

168.2 Materials

Water shall be clean and free of industrial wastes and other substances harmful to the growth of grass

168.3 Construction Methods

This work shall be done within <u>24</u> hours after rolling the seed bed or as directed by the Engineer. The Contractor will furnish and operate sprinklers, nozzles, or other approved equipment which will insure the distribution of water in a uniform and controllable rate of application. The Contractor shall apply the water as necessary to cause the seed to germinate and sprout and without causing erosion or displacement of the topsoil

168.4 Measurement and Payment

This item shall be considered incidental to other items and no separate payment shall be made

SPECIAL SPECIFICATION

ITEM 432-01 (GC)

RIPRAP AND BLANKET STONE

1. SCOPE

This item shall govern for furnishing plant, labor, equipment and materials and performing the operations necessary for placing riprap stone and blanket stone used as erosion protection to the details shown on the plans and in accordance with this Item

2 MATERIALS

- 2.1 **GENERAL.** Stone for use in the work shall be durable natural stone as approved. The sources from which the Contractor proposes to obtain the material shall be selected well in advance of the time when the material will be required in the work. The Contractor shall require that the selected quarry perform gradation tests from representative samples of the stone prior to its shipment to the work site. Acceptance of the stone as to conformance with gradation requirements will be made at the job site.
- 2.2 **QUALITY.** Suitable tests and service records shall be used to determine the acceptability of the stone. In the event suitable test reports and a service record that are satisfactory to the Engineer are not available, the material shall be subjected to such tests as are necessary to determine its acceptance for use in the work. If necessary, suitable samples of stone to be used shall be submitted to the Engineer for approval prior to delivery of any such material to the site of the work. Unless otherwise specified, all test samples shall be obtained by the Contractor, as directed by the Engineer at least 30 calendar days in advance of the time shipment of the stone is expected to begin. Acceptable stone shall meet the minimum and maximum physical requirements when tested in accordance with the procedures listed below

Test Designation

Blanket Stone and Riprap

1.	Sampling shall be performed in accordance with ASTM Designation D 75	Min.	Max
2.	The absorption of the stone determined in accordance with ASTM Designation C 127		3 0%

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Test Designation

Blanket Stone and Riprap

Min. Max.
3. The weight per cubic foot calculated from the bulk specific gravity saturated surface dry in accordance with ASTM Designation C 127
4 The loss by abrasion of the stone determined in accordance with ASTM Designation C 535, when processed and tested for No. 1 grading

All initial acceptance (except gradation) tests will be made by or under the direction of the County. In the event the stone is found unacceptable by the initial tests, costs for all additional acceptance tests shall be borne by Contractor. All riprap and blanket stone shall be durable and of a suitable quality to insure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, clay pockets, seams and other defects that would tend to increase unduly its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

- 2.3 **BLANKETSTONE GRADATION.** The Contractor at his expense, shall have the gradation of the blanket stone tested (1 test/1000) in accordance with CRD-C 103 This may be done at the quarry prior to shipment or at the job site
- 2.4 <u>RIPRAP GRADATION</u>. The Contractor at his expense, shall have the gradation of the riprap tested (1 test/1500 tons). This may be done at the quarry prior to shipment or at the job site, using a 6000 lb. Stone sample

3 BLANKET STONE

- 3 1 **GENERAL.** A blanket stone composed of gravel, crushed rock or stone shall be place as indicated in the drawings or as otherwise required by the Engineer. The blanket stone shall conform to the requirements of 2-2.2 as to quality and shall be reasonably well graded from ¼" to 4", with not more than 5 percent passing the ¼-inch screen square opening.
- 3 2 **PLACEMENT.** Blanket stone shall be spread uniformly in a satisfactory manner to the neat lines indicated on the drawings. Placing of stone by methods which will tend to segregate particle size within the blanket will not be permitted. Blanket stone shall be placed in the dry to the extent practicable. Stone placed under water shall be lowered beneath the water to the bottom or slope before being released. Placement of blanket stone shall not proceed more than 200 feet in advance or nprap placement.

For placement of blanket stone under water, a cofferdam is to be constructed in front of proposed riprap to block wave action. The area of blanket stone placement is to be excavated to plan grade, cross sectioned, and followed closely with blanket stone placement. The area is to be cross sectioned again to verify plan depth and horizontal limits of the blanket stone. This work is to be performed in the presence and to the satisfaction of the Engineer.

4. <u>RIPRAP</u>

4 1 <u>GENERAL</u>. Riprap shall be placed within the limits shown on the drawings or as otherwise required by the Engineer. Either boulders or quarried rock may be used if conforming to the applicable requirements of 2-2 2 as to quality. A maximum of 5 percent by weight of chips and fragments resulting from handling may be placed in the finished section. The inclusion of objectional quantities of gypsums, shales, and cherts in the riprap will not be acceptable

The stone shall be reasonably well graded and shall conform to the gradation shown below

Riprap (40-625 lbs)

Percent Lighter by	<u>Limits of Stone</u>
Weight	Weight, lb
100	250-625
50	125-185
15	40-95

Riprap (15-265 lbs.)

Percent Lighter by	Limits of Stone
Weight	Weight, lb.
100	105-265
50	55-80
15	15-40

4 2 <u>PLACEMENT.</u> Riprap shall be placed in such manner as to produce a reasonably well graded mass of rock with the minimum practicable percentage of voids and shall be constructed to the lines and grades shown on the drawings. Riprap shall be placed in such a manner as to minimize displacing the blanket material. The larger stones shall be well distributed and the entire mass of stones in their final position shall

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be roughly graded to conform to the gradation specified in 4-4 1 above. The finished work shall be free from objectional pockets of small stones and clusters of larger stones. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or by other methods of placement which will produce the specified results. Riprap shall be placed in the dry to the extent practicable. Riprap placed underwater shall be lowered beneath the water to the bottom or slope before being released.

4.3 **EXCAVATION.** Excavation for the placement of stone shall be made to the lines and grades shown on the plans Excavated material shall be stockpiled, reused, etc as specified in item "EMBANKMENT"

5 **MEASUREMENT**

- 5 1 **STONE.** Acceptable work and materials for the bid items "Riprap (40 625)", "Riprap (15 - 165 lbs)" and "Blanket Stone (1/4" to 4") shall be measured in short tons of 2,000 pounds each Certified railroad or truck weights will be accepted for determination of the weight of stone placed in the finished section. The weight of any stone which rejected will be estimated by the Engineer and be deducted from the carload or truckled weight, but the Contractor may have rejected stone weighed at his expense if he so desired, in which event the actual weight will be used for the deduction from the railroad or truckload weights. The stone shall be weighed on standard railroad track or truck scaled by a certified weightmaster The Contractor shall have the scales to by used certified by an approved company within two weeks prior to starting work The Contractor shall provide the County a copy of the certification and have the scales tested in the presence of a county inspector at any other time the Engineer may require The original printed scale ticket or a certified copy prepared in ink or indelible pencil shall be furnished to the Engineer promptly after a car or truck is weighed and before the stone is placed in the areas to be protected. The report of weight for each carload or truckload shall show the gross, tare and net weight, and any erasures or changes on any report shall be explained by a memorandum made on or attached to the report and be sighed by the weigher All scale tickets are to be printed No handwritten tickets will be accepted. If deemed advisable, the County will employ an inspector at the scales, in which event, necessary facilities shall be furnished the inspector for observing the weighing and for recording the scale weights. All expenses of weighing stone and testing scales shall be borne by the Contractor
- 5.2 **RE-MEASUREMENT.** Where a loss of material due to stockpiling, rehandling, or hauling is possible, the Engineer shall have the option to require re-measurement, at the Contractor's expense, prior to placement

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6. **PAYMENT**

The work and materials prescribed by this item and measured under "Measurement" shall be paid for at the unit prices bid for "Riprap (40 - 625 lbs)", "Riprap (15 – 265)" and "Blanket Stone (1/4" to 4") This price shall be full compensation for all labor, supervision, equipment, materials, and incidentals necessary to satisfactorily complete the work

Grading, dewatering, excavating, transporting the stone, cross sections, and construction, maintenance and removal of cofferdam shall be considered incidental to this item and no separate payment shall be made for same

Excavation along the shoreline for placement of the stone shall be considered incidental to this item and no separate payment shall be made for same

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SPECIAL ITEM 496-01 (GC)

EXCAVATION AND REMOVAL OF STRUCTURES

496-01.1 Description

This item shall consist of the excavation, removal of structures and backfilling of excavated areas. Excavate areas shown on the plans or as directed. Remove designated structures and materials to the lines, grades, and typical sections shown on the plans and cross sections.

496-01.2 Construction

A. Excavation.

- 1. General. Excavate to the lines and grades shown on the plans or as directed Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavation Salvage and replace existing topsoil in accordance with Special Item 160-01 (GC) "Salvaging and Replacing Existing Topsoil" Salvage and replace existing fill in accordance with Special Item 132-01 (GC) "Salvaging and Replacing Existing Fill"
 - a. Excavation in Roadways. When structures are to be excavated and removed from under roadways or other paved areas, cut pavement and base to neat lines. Excavation of roadways shall be considered incidental and no separate payment shall be made

Restore pavement in accordance with the plans or as directed Restoring pavement will be performed and paid for in accordance with the applicable bid Item

b. De-Watering. Do not place backfill in the presence of water Remove water by bailing, pumping or other approved methods De-watering shall be accomplished in a manner that will preserve the strength of the subgrade and backfill and not cause instability of slopes A cofferdam, sumps, pumps, and/or well points may be necessary to control water conditions. Obtain the Engineer's approval of the proposed method of cofferdam construction and other details left to choice.

Unless otherwise provided, remove cofferdams after completion of backfilling.

- B. Removal. Remove designated structures and either dispose of or salvage.
 - **1. Pipes.** Avoid damaging appurtenances determined by the Engineer to be salvageable
 - 2. Concrete, Brick, or Stone Structures. Portions of structures that will not interfere with the proposed construction may remain in place 2 ft. or more below the

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permanent ground line. Square off remaining structures and cut reinforcement flush with the surface of the concrete

- 3. Steel Structures. Dismantle steel structures to be salvaged by cold-cutting fastener heads and punching or drilling the remaining portion of the fastener, airarc gouging welded connections, and flame cutting along a straight line. The Engineer may approve of other methods of cutting. Match—mark steel structures to be salvaged. Remove Steel piles or cut off 2 ft or more below the permanent ground line.
- 4. Timber Structures. Remove all fasteners from timber determined to be salvageable Remove timber piles or cut off 2 ft or more below the permanent ground line
- C. Salvage. Avoid damage to materials shown in the plans to be salvaged. Block up salvaged steel material off ground
- **D. Disposal.** Material removed that is not deemed to be salvageable is the property of the Contractor Dispose of removed material off-site in accordance with federal, state, and local regulations
- E. Backfill. Backfill excavations to the lines, grades, and sections shown on the plans or as directed. Place backfill to the same requirements as Item 132-01 (GC) "Salvaging and Replacing Existing Fill"

In the event additional fill is required to build the embankment to the lines, grades, and cross section as shown on the plans refer to Item 132 "Embankment"

496-01.3 Measurement

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal regardless of the actual quantity constructed.

- A. Excavation. When specified as a pay Item, this Item will be measured by the cubic yard in its original position as computed by the method of average end areas.
- B. Removal of Structure. This Item will be measured by each structure or by the foot.
- C. De-watering. This Item will be measured by the lump sum.

496-01.4 Payment

A. Excavation. Unless specified as a pay Item, the work performed and materials furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items.

When specified as a pay Item, the work performed and materials furnished in

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accordance with this Item and measured under "Measurement" will be paid for at the unit price bid for "Excavation and Removal of Structures (Excavation)." This Price is in full compensation for authorized excavation; drying, undercutting subgrade and reworking or replacing the undercut material in rock cuts, hauling, disposal of material not used elsewhere on the project, scarification and compaction, and equipment, labor, materials, tools, and incidentals.

- B. Removal of Structure. The work performed in accordance with this Item and measured as provide under "Measurement" will be paid for at the unit price bid for "Excavation and Removal of Structures" of the type of structure specified. This price is full compensation for loading, hauling, disposal, stockpiling, removal of appurtenances, excavation and backfill, equipment, labor, tools, and incidentals
- C. De-Watering. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation and Removal of Structures (De-Watering)." This price is in full compensation for dewatering; furnishing, placing, and removing cofferdams, and equipment, labor, materials, tools, and incidentals.

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TXDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS

Articles 1 26, "Certificate of Insurance", 1 28, "Commission", 1 47, "Department", 1 70 "Letting Offical" and 1 124 "State" are deleted

Article 1.53, "ENGINEER", is revised to read in its entirety as follows

1 53 ENGINEER. Galveston County Engineer or his authorized representatives If a representative is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1 148

Article 1 64, "INSPECTOR," is revised to read in its entirety as follows

1 64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS.

1 148 CONSULTING ENGINEER Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County—and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications, to insure against failures in safety precautions, to carry out his work pursuant to safe methods of construction, to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3 AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Award and Execution of Contract is included elsewhere in the Contract Documents.

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK," ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions"

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS" The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR" The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times

ARTICLE 5 6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 38 "Changes And Alterations" of Section IV, "General Terms And Conditions"

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 34 "Final Completion And Acceptance" of Section IV, "General Terms And Conditions"

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 6.1 "SOURCE CONTROL" Paragraph A "Buy America" and B "Buy Texas" are hereby deleted in their entirety

ARTICLE 6 7 "Department-furnished Material" is hereby deleted in it's entirety

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 7 4 "INSURANCE AND BONDS" is hereby deleted in its entirety

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION" The third sentence of the first paragraph is hereby revised to read as follows

Payment for repair of surfaces opened by permission will be made in accordance with Article 38 "Changes And Alterations" of Section IV, "General Terms And Conditions"

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order

ARTICLE 8 2 "PROGRESS SCHEDULES", B "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract

MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 9 2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety

ARTICLE 9 4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows.

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 39, "EXTRA WORK" of Section IV, "General Terms and Conditions"

ARTICLE 9 5 "FORCE ACCOUNT" is hereby deleted in its entirety

ARTICLE 9 6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions"

ARTICLE 98 "FINAL PAYMENT" is hereby deleted in its entirety and replaced by ARTICLE 34, "FINAL COMPLETION AND ACCEPTANCE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions"



SECTION VI PLANS

AGENDA ITEM #10



COUNTY OF GALVESTON

RUFUS CROWDER, CPPB PURCHASING AGENT COUNTY COURTHOUSE 722 Moody (21st Street) Fitth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371

GWEN MCLAREN, CPPBASST PURCHASING AGENT

February 28, 2011

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re RFP #B102004, Auditing and Related Services

Gentlemen,

The contract associated with RFP #B102004, Auditing and Related Services, is scheduled for its first extension on March 17, 2011 The contracted vendor for this service is Null Lairson, PC

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB

Purchasing Agent

County of Galveston

Attachments



COUNTY OF GALVESTON

RONALD C SHELBY
DIRECTOR OF FINANCE & ADMINISTRATION
BUDGET & INVESTMENT OFFICER

February 17, 2011

Mr Rufus Crowder Galveston County Purchasing Agent 722 Moody Galveston, TX 77550

Mr Crowder,

Please let this letter serve as my request to have the Null Lairson PC contract, originally approved by court after after a formal RFP process last year, extended for an additional year

Null Lairson PC

03/16/2011

RFP #B102004 Auditing & Related Services

Your help with this is appreciated

Respectfully,

Ronald C Shelby Director of Finance

3411 Richmond, Suite 500 Houston, TX 77046 (713) 621-1515 Fax (713) 621-1570



2000 Loop 197 North, Suite 200 Texas City, TX 77590 (409) 948-4406 Fax (409) 948-0364

February 28, 2011

County of Galveston Attn Mr Rufus Crowder 722 Moody Avenue Galveston, Texas

Re RFP #B102004, "Auditing and Related Services for Galveston County

Null Lairson, PC would like to extend our contract to provide auditing and related for Galveston County. Our fee for these services will remain at the levels quoted in our proposal dated January 12, 2010

We appreciate the opportunity to serve Galveston County and look forward to meeting with you and discussing further our audit philosophy, approach, and methodology

Sincerely,

Null-Lairson, P.C.

Mull Lairson, AC

AGENDA ITEM #11

Chapman, Brandy

From: Harding Layne

Sent. Tuesday, March 08, 2011 4 43 PM

To. Chapman, Brandy Subject: Fwd culvert setting

Sent from my 1Phone

Begin forwarded message

From: "Harding Layne" < Layne Harding@co.galveston.tx us>

Date: March 7, 2011 3.40 44 PM CST

To: "O'Brien, Kevin" < Kevin OBrien@co galveston tx.us>, "Gilliam, Cindy"

<<u>Cindy Gilliam@co galveston tx us></u>

Subject: culvert setting

Kevin,

Could you also add an effective date of March 14, 2011

Thanks,

Layne Harding

Road Administrator

County of Galveston

office: 281-534-4152

fax: 409-766-4552

layne harding@co galveston.tx us

Chapman, Brandy

From: Harding Layne

Sent. Tuesday, March 08, 2011 4 42 PM

To: Chapman, Brandy

Subject: Fwd Item 11 March 8 agenda

Sent from my 1Phone

Begin forwarded message

From: "Harding Layne" < Layne Harding@co galveston tx us>

Date: March 7, 2011 1.44 38 PM CST

To: "O'Brien, Kevin" < Kevin OBrien@co galveston tx us>, "Grady, Patricia"

<Patricia Grady@co galveston.tx us>

Ce: "Gilliam, Cindy" < Cindy Gilliam@co galveston tx us>

Subject: Item 11 March 8 agenda

Pat,

Kevin & I were talking this morning & he wanted to see if would be possible to change the verbiage on item 11.

Enclosed is the verbiage I would recommend using on item 11 (March 8) agenda:

Consideration of payment to the County for installation of culverts as follows Initial installation of up to 20 linear feet = \$258 00, Additional culverts including add ons will be installed at \$19 82 per linear foot

Thanks,

Layne Harding

Road Administrator

County of Galveston

office: 281-534-4152

fax. 409-766-4552

layne harding@co.galveston.tx.us

AGENDA ITEM #12

Upon motion of Commissioner Holmes, seconded by Commissioner O'Brien, and carried, It is Ordered by the Court that application from Bay Area Habitat for Humanity-Houston, Inc. to convey portions of Lots 12-21, Nicholstone on the Mainland by metes and bounds without revising the plat be and is approved.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES _Bay Area Habitat for Humanity-Houston, Inc. and files this Petition and Application for permission to convey, by metes and bounds property descriptions portions of Lots 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 195, or NICHOLSTONE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in volume 93, page 3 of the Office County Clerk of Galveston County, Texas, together with the 10 foot alley adjoining the North property line of Lots 13,14,15,16,17,18, 19,20 and 21 (also known as the south 10 feet of abandoned alley), as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's file number 2007072507, together with the South 130 of abandoned portion of Galveston Avenue (70' R O W) lying between Blocks 195 and 196 of NICHOLSTONE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, page 3, in the Office of the County Clear of Galveston County, Texas without revising the Plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of each survey, with metes and bounds property descriptions, depicting Tracts 1-6 is attached hereto as EXHIBITS "A" through "F"

- Only Tracts 1-6 are to be involved in these conveyances Petitioner Bay Area Habitat for Humanity Houston, Inc. is the sole owner of said Tracts
- 2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land
- 3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

WHEREFORE, Petitioner(s) prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 195, or NICHOLSTONE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in volume 93, page 3 of the Office County Clerk of Galveston County, Texas, together with the 10 foot alley adjoining the North property line of Lots 13,14,15,16,17,18, 19,20 and 21 (also known as the south 10 feet of abandoned alley), as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's file number 2007072507, together with the South 130 of abandoned portion of Galveston Avenue (70' R O W) lying between Blocks 195 and 196 of NICHOLSTONE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, page 3, in the Office of the County Clear of Galveston County, Texas all as per the survey plat and metes and bounds property description shown in Exhibits. A through "F" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 10th day of Man	Natah (U)	Bay Area Habitat kr Humanity
THE STATE OF TEXAS		J
COUNTY OF GALVESTON		
BEFORE ME, the undersigned authorit	y on this day personally appeared Petition	

Habitat by subscribed the purpose

Humanity, Notalie Julian-Ain	sworth	to me to be the person(s) whose name(s) is	/are
		acknowledged to me that he (she, they) executed	the same for
es and consideration therein expres	sed		
WITNESSED MY HAND AND	SEAL C	OR OFFICE this the 10th day of Merch, 2011	
, acc + 11174141		got show	
was a self self.		Notary Public-State of Texas	
A ACRES		APPROVED	
A STATE OF THE STA	BY	Mark Henry Pate	3/8/11
The state of the s		Mark Henry D∕á te County Judge	
		County Judge	

Dwight D Sufficient County Cterk

W /metesandbounds 11 15 07

Exhibit "A"

LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	195 93. P	LOT B	LOT 9	LOT 10	 	Ì	5/8" IR.	GALVESTON AVENUE 70' R.O.W. (ABANDONED)	FND 5/5	₹	S, G.O.D.R.
			FND ½" IR	L	<u> </u>	870	3'41"		5.00'	9	17' 8	40	17' 8	ું	96. -
(ABAN	N 02.26.19" W 130.00	6392 0.144 LOT	25 0° % 25 0° % RACT 1 Sq. Feet 67 Acres 21 LOT 2	25 0' TR 6392 0.146	.17' 250' ACT 2 Sq. Feet	49. 25 0' TR. 6392 0 146	.17' 250' ACT 3 Sta Fee:	5 25 0° 5 TR 6392 0 146 LOT	ACT 4 Sq. Fee	14 LOT 1	CT 5 Sq. Feet 7 Acres	TR/ 6392 0 146	ACT 6 Sq. Fee 7 Acres	S 02.56'19" E	101 24 BLOCK 196 100 001 VOL. 93,
		0.8.			Eas	st 26	th Str	eet ((70' F	(WO					

IRACT_1

A 0.1467 acre (6392 Sq. Ft.) tract of land being all of Lot 21 and the west 24.17 feet of Lot 20, in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

BEGINNING at a 5 iron rod found for the southwest corner of said Lot 21, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O.W.);

THENCE NO2°56'19"W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a 1/8" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a %" iron rod set for the northeast corner of the tract herein described;

THENCE S02°56'19"E, a distance of 10.00 feet to the south south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

Robert D. Ellis, R.P.L.S. Tx. Reg. No. 4006

LA

Basis of Bearing Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

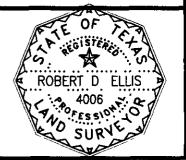
Date: 02-22-11 Scale. 1" = 50' Southland Title

G.F No. LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel.: 409-938-8700

Fax: 409-938-8706



A N	LOT 3	LOT 4	BI	OCK VOL.	195 (93, F	OF NIG. 3,	•		LOT 11	LOT 12		GALVESTON NUE 70' R.O.W. ABANDONED)		Lot 1 NICHOLSTONE	:
20' (ABAN		왕 49 옷 25 0'	FND %" LR	49	25.0		8703 .17'	41" 49	<u>.17'</u> _	FN: 49.	17' SA		[2	S	
23	N 02'56'19"	6392 0.146	RACT 1 Sq Fee 67 Acres	6392 0.14	87 Acres	6392 0 146	57 Acres I	6392 0.14	RACT 4 Sq Feet 67 Acres	TRA 6392 0 146	Sd Feet 7 Acres	TRA0 6392 S 0.1467	CT 6 q Feet Acres	92.2018 F	1
101	W 130.00		21 LOT 2 	SET SA		\$1.5/8	 	SET-5/4) 		9.17	\$1 5/8 L	9.17 '	130.00'	נסו
25 0	P	-	49.17' 9.17'	5.0.B.	49,17' Ed		49 17' S 87' 6th St	03'41	49.17' " W (70'	_&	<u> </u>	<u> </u>		FNO 1" I.I	

A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 0.83 feet of Lot 20, all of Lot 19 and the west 23.33 feet of Lot 18 , in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

COMMENCING at a 1/8" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O.W.);

THENCE N87°03'41"E along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to a 1/8" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE NO2°56'19"W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a 18" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a %" iron rod set for the northeast corner of the tract herein described;

THENCE S02°56'19"E, a distance of 10.00 feet to the south south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

Robert D. Ellis, R.P.L.S.

Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Tx. Reg. No. 4006

Date. 02-22-11 Scale. 1" = 50' Southland Title G.F. No. LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel.. 409-938-8700 Fax: 409-938-8706

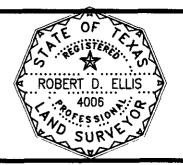


Exhibit "c"

	LOT 3	LOT 4	LOT 5	LOT 6	195 (93, F	LOT B	LOT 9	LOT 10	LOT 11	İ	1	GALVEŠTON AVENUE 70' R.O.W. (ABANDONED)	FND 5/6"	LOT 1	F NICHOLSTONE 3. 3. G.C.D.R.
	<u> </u>		Print /2 City			N	87'03	41 E		10	17' 8	40	.17' 🖁	é.	9 9 9
(ABAN)	N 02°56°19° W	TF 6392 0.146	250° % 5 RACT 1 Sq. Feet 67 Acres	25 0' TR 6392 0.14	67 Acres	2 49 2 25 0' 1 1R 6 392 0 .144	.17' 250' ACT 3 Sq. Fee	49	.17' 250'	6392	ACT 5 Sq Feel 7 Acres		ACT 6 Sq. Feet	S 02'56'19" E	LOT 24 BLOCK 196
25.0	25 0	5/8-	49.17'	8.34' 8.34'		.O.B.	49,17' S 87	03'41'	49,17' ' W (70'	_	19.17'	5/8° (R.	49.17 <u>'</u>	PND 1	* (P

TRACT 3

A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 1.67 feet of Lot 18, all of Lot 17 and the west 22.50 feet of Lot 16, in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

COMMENCING at a $\frac{1}{2}$ " iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O.W.);

THENCE N87°03'41"E along and with the north right of way line of said East 26th Street, a distance of 98.34 feet to a %" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE NO2'56'19"W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a 1%" iron rod set for the northeast corner of the tract herein described:

THENCE S02°56'19"E, a distance of 10.00 feet to the south south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

l, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

Robert D. Ellis, R.P.L.S.

Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Tx. Reg. No. 4006

Date: 02-22-11 Scale. 1" = 50' Southland Title G.F. No. LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel: 409-938-8700 Fax. 409-938-8706



Exhibit "D"

	LOT 3	LOT 4	LOT 5	OL.	195 9 93, P	LOT 8	[[LOT 10	LOT 11		5/6" IR	GALVESTON AVENUE 70' R.O.W. (ABANDONED)	FND 5/6"	1 TOJ 1	3, G.C.D.R.
			FND K" I.R.			N	87'03	41" E			়া ভা	<u> </u>	17' है	6	9 9
20' A (ABAND	N 02.29. M	25.0' F TF 6392 0 140	250° % 250° % RACT 1 Sq. Feet 67 Acres	6392 S 0 1467	250' CT 2 q. Feet	4 49. 25.0' TR 6392	17' 250' ACT 3 Sq. Feet	49 25 ° TR 6392 0.144	.17' 25 0' ACT 4 Sq. Fee! 87 Acres	# 49. 250° \$ 250° \$ 10 146° \$ 14 LOT	ACT 5 Sq. Feet 7 Acres		5/8" 1.5	S 02'56'19" E	196 YOL. 93, 196 196 196 196 196 196 196 196 196 196
 25 0'	130.00	/8. LR	49.17		9,17'	SET 5/8" LE.	49 <u>1</u> 17'		49:17'		19.17	25 5/8° I P.	9.17'	130.00	- I.P
TRACT	PC).C. ⁻		14	7.51' Eas	st 26	8th St	S 87 reet	703'41 ' (70'	ROW)					

TRACT 4

A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 2.50 feet of Lot 16, all of Lot 15 and the west 21.67 feet of Lot 14 , in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

COMMENCING at a %" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O.W.);

THENCE N87°03'41"E along and with the north right of way line of said East 26th Street, a distance of 147.51 feet to a 1%" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE NO2°56'19"W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a 1/8" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a 5%" iron rod set for the northeast corner of the tract herein described:

THENCE S02°56′19″E, a distance of 10.00 feet to the south south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a 1/8" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

Robert D. Ellis, R.P.L.S.

Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Tx. Req. No. 4006

Date: 02-22-11 Scale: 1" = 50' Southland Title G.F. No. LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel.. 409-938-8700 Fax: 409-938-8706

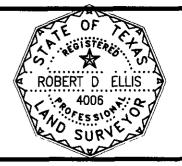


Exhibit "E"

BLOCK 195 OF NICHOLSTONE VOL. 93, PG. 3, G.C.D.R. LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 20' ALLEY (ABANDONED) A 49.17' TRACT 1 TRACT 2 TRACT 3 TRACT 1 G392 Sq Feet 6392 Sq. Feet								VI I B	_							
20' ALLEY (ABANDONED)		от 3	LOT 4	 	VOL.	93, 7			ļ	l.			R.O. NED)	FND 5/8	Lot 1	3, G.C.D
20' ALLEY (ABANDONED)				FND %" I.R	1	<u> </u>	N	8703	41" [<u> </u>	<u> </u>		אם ה ספר	ဥပုံ
- LOOL Chroat (/U KUW)	(ABANDO)	NED N 02.26,18, M 130.00, 0.	5/8 TR 6392 0.146 LOT 2	25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 25.0° 8 26.0° 8 27.0° 8 27.0° 8 28.0° 8 29.0° 8 20.0° 8 	25 0' TR 6392 0 146	250° 	## 49 ## 25 0' ## 6392 0 140 ## LOT	.17' 250' 250' ACT 3 Fee 57 Acres 17 LOT	45 25 0° 5 16 16 16 16 16 16 16 16 16 16 16 16 16	7.17' 25 0'	TR/ B392 0.146	NOT 5 Sq. Feet 7 Acres	TRA 6392 S 0 1467	CT 6 Sq. Feet	S 02.56,19" E 130.00,	BLOCK 190 0021 VOL. 93,

TRACT 5

A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 3.33 feet of Lot 14, all of Lot 13 and the west 20.84 feet of the south 130.00 feet of the abandoned portion of Galveston Avenue (70' R.O.W.) lying between Blocks 195 and 196 of said Nicholston, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

COMMENCING at a %" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O.W.);

THENCE N87°03'41"E along and with the north right of way line of said East 26th Street, a distance of 196.67 feet to a %" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE NO2°56'19"W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a 5%" iron rod set for the northeast corner of the tract herein described;

THENCE S02°56'19"E, a distance of 130.00 feet to a %" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

Robert D. Ellis, R.P.L.S. Tx. Reg. No. 4006 Basis of Bearing Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Date: 02-22-11 Scale: 1" = 50'

Southland Title G.F. No. LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel.: 409-938-8700

Fax: 409-938-8706



Exhibit "F"

	LOT 3	LOT 4	LOT 5	LOT 6	 195 (93, F LOT 7	LOT 8	1	-/*- LOT 10 	LOT 11	LOT 12	5/6" IR	₹	5/8 Z200	OF NICHOLSTONE PG. 3, G.C.D.R.
(ABANI	ALLEY DONED) N 02'56'19"	5 25 0° TF 6392 0 140	250° S 250° S RACT 1 Sq Feet	25 0' TF 6392 0 14	67 Acres	25 0' 5 25 0' 5 6392 0.14	25 0' 25 0' ACT 3 Sh Fee	# 49 \$ 250' \$ TF et 6392	25.0° 25.0° RACT 4 Sq. Feet 67 Acres	∫ i	Sd. Feet 7 Acres	TRACT 6392 Sq.	S 02:56'19" E	BLOCK 196 021 VOL. 93,
101 23	W 130.00	PND 5/8	21 LOT 2 	<u>SET 5/8</u>	19 LOT 1	SE 5/8	49,17'	SET-5/8* LR	15 LOT	14 LOT 1	9.17	SET 5/8 1 49.1	7'	*
25 0'	25 0°		-1 -010 11	-			24 S 87°0	45.83' 3'41"	W					

TRACT_6

A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 49.17 feet of the south 130.00 feet of the abandoned portion of Galveston Avenue (70' R.O.W.) lying between Blocks 195 and 196 of said Nicholston, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

East 26th Street (70' ROW)

COMMENCING at a 36" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O.W.);

THENCE N87°03'41"E along and with the north right of way line of said East 26th Street, a distance of 245.83 feet to a %" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE NO2°56'19"W, a distance of 130.00 feet to a 1%" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a 5%" iron rod set for the northeast corner of the tract herein described;

THENCE S02°56'19"E, a distance of 130.00 feet to a 1" iron pipe found for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

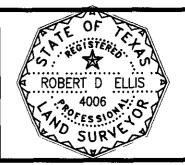
Robert D. Ellis, R.P.L.S. Tx. Reg. No. 4006 Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

The first state of the state of

Date 02-22-11 Scale: 1" = 50' Southland Title G.F. No. LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel.: 409-938-8700 Fax: 409-938-8706





Upon motion of Commissioner Holmes, seconded by Commissioner O'Brien, and carried; It is Ordered by the Court that application from Bay Area Habitat for Humanity-Houston, Inc to convey portions of Lots 12-21, Nicholstone on the Mainland by metes and bounds without revising the plat be and is approved

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES_Bay Area Habitat for Humanity-Houston, Inc. and files this Petition and Application for permission to convey by metes and bounds property descriptions, portions of Lots 13-14, 15-16-17, 18-19-20 and 21 in Block 195, or NICHOLSTONE, a subdivision in Galveston County. Texas according to the map or plat thereof recorded in volume 93, page 3 of the Office County Clerk of Galveston County, Texas, together with the 10 foot alley adjoining the North property line of Lots 13,14,15-16,17,18, 19-20 and 21 (also known as the south 10 feet of abandoned alley), as abandoned by the Commissioner's Court of Galveston County. Texas, a certified copy of which is filed under Galveston County Clerk's file number 2007072507, together with the South 130 of abandoned portion of Galveston Avenue (70' R O W) lying between Blocks 195 and 196 of NICHOLSTONE, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 93, page 3 in the Office of the County Clear of Galveston County. Texas without revising the Plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit.

A copy of each survey with metes and bounds property descriptions, depicting Tracts 1-6 is attached hereto as EXHIBITS "A" through "F"

- Only Tracts 1-6 are to be involved in these conveyances. Petitioner Bay Area Habitat for Humanity Houston. Inc. is the sole owner of said Tracts.
- 2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land
- 3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

WHEREFORE Petitioner(s) prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 13–14, 15, 16, 17, 18, 19–20 and 21 in Block 195, or NICHOLSTONE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in volume 93, page 3 of the Office County Clerk of Galveston County Texas, together with the 10 foot alley adjoining the North property line of Lots 13,14,15,16,17–18, 19,20 and 21 (also known as the south 10 feet of abandoned alley), as abandoned by the Commissioner's Court of Galveston County Texas, a certified copy of which is filed under Galveston County Clerk's file number 2007072507, together with the South 130 of abandoned portion of Galveston Avenue (70' R O W) lying between Blocks 195 and 196 of NICHOLSTONE, a subdivision in Galveston County Texas according to the map or plat thereof recorded in Volume 93 page 3 in the Office of the County Clear of Galveston County Texas all as per the survey plat and metes and bounds property description shown in Exhibits. A through F° attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED th	is 10th	day of	March, / 2001,
		,	Natah I Ch
			Natabe Lited Amouath Buy Ara Habitat & Petitioner(s) typed name and address Humanity
			Petitioner(s) typed name and address Huntanity
THE STATE	OF <u>texas</u>		_
COUNTY OF	GALVESTY	ON	
tabitat for Hu	he above and i	<u>ic Juli•n− /</u> foregoing instr	thority on this day personally appeared Petitioner(s) Ainsworth to me to be the person(s) whose name(s) is/are trument and acknowledged to me that he (she, they) executed the same for pressed
	WITNESSED	MY HAND A	AND SEAL OF OFFICE this the 10th day of March, 2011
	Commission of		got Thom



Notary Public-State of Texas

APPROVED

County Judge

BY Mark Henry Date

Pate

3/8/11

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners+Court in my office.

I hereby certify on March 23, 2011.

DWIGHT D SULLIVAN, COUNTY CLERK GALVESTON COUNTY, TEXAS

Mandy Chapman, Deputy Brandy Chapman Dwight D Syntage County Clerk

W /metesandbounds 11 15 07

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the prigual record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office

I hereby certify on March 23, 2011.

DWIGHT D. SULLIVAN, COUNTY CLERK
CALVESTON COUNTY, TEXAS

By Mandy Chapman, Deputy
Brandy Chapman

	·																	
LOT 2	LOT	3 1	ОТ 4	LOT 5	VOL	(195 93,	76.	٠,١	المناسب	-	 	İ	D 5/8° LR.	GALVÉSTON AVENUE 70° R O.W. (ABANDONED)	FND 5/8*	101 1	NICHOLSTONE 3, G C D.R.	
				FND X	LR		N B	703	41"	E 29	5.00		<u> </u>	<u> </u>		200	P.O.	
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1	50' _	25 0"	F	49.17	ر ا	49 1	7' 5	4	9117	_	49,17' 295.0	_	T3.(1 /	<u></u>		no	1" 1.3	
}	<u> </u>	P.0.1					S	87	'03'4 1									
1			East 26th Street (70' ROW)															

IRACT_1

A 0.1467 acre (6392 Sq Ft.) tract of land being all of Lot 21 and the west 24.17 feet of Lot 20, in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filled under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

BEGINNING at a 56" iron rod found for the southwest corner of said Lot 21, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R 0.W.),

THENCE NO2'56'19"W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a %" iron rod set for the northeast corner of the tract herein described:

THENCE S02°56'19"E, a distance of 10 00 feet to the south south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87'03'41"W along and with the north right of way line of said East 26th Street, a distance of 49 17 feet to the Point Of Beginning of the tract herein described,

i, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

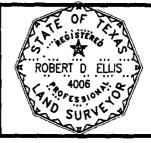
Robert D. Ellis, R.P.L.S. Tx. Reg. No. 4006 Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Tx. Reg. No. 4006

Date: 02-22-11 Scale 1" = 50' Southland Title G.F. No. LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel.: 409-938-8700 Fax. 409-938-8706



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

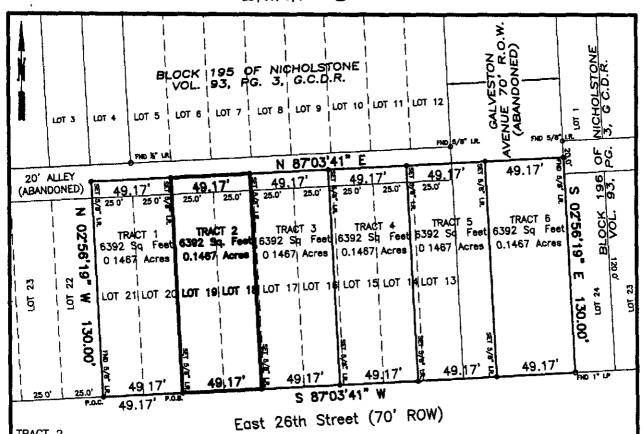
The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

4.0

I hereby certify on March 23, 2011.

DWIGHT D SULLIVAN, COUNTY CLERK GALVESTON COUNTY, TEXAS

By Mandy Chapman, Deputy



A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 0.83 feet of Lot 20, all of Lot 19 and the west 23 33 feet of Lot 18, in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows.

COMMENCING at a %" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R O.W):

THENCE N87°03'41"E along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to a %" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE N02°56′19″W, a distance of 120 00 feet to the south line of said 20′ Abandoned Alley, and continuing for a total distance of 130.00 feet to a 56″ iron rod set for the northwest corner of the tract herein described.

THENCE N87°03'41"E, a distance of 49 17 feet to a %" iron rod set for the northeast corner of the tract herein described:

THENCE S02°56'19"E, a distance of 10.00 feet to the south south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

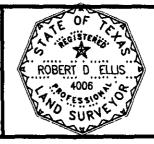
the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

W/M Robert D. Ellis, RPL.S Tx Reg. No 4006

Date: 02-22-11 Scale 1" = 50' Southland Title G F. No. LC1002686 **ELLIS SURVEYING SERVICES**

Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

8419 Emmett F Lown Texas City, Texas 77591 Tel. 409-938-8700 Fax. 409-938-8706



CERTIFIED COPY CERTIFICATE

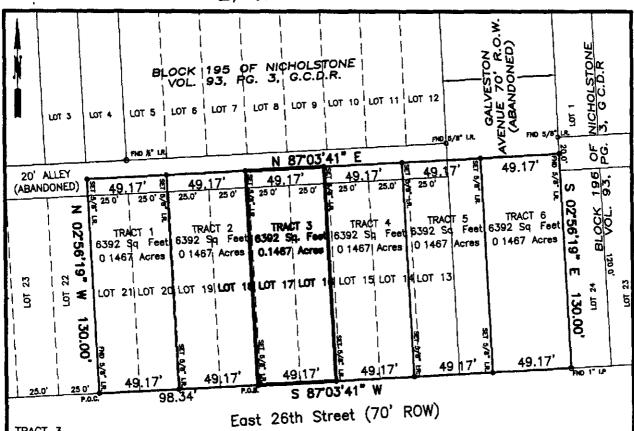
STATE OF TEXAS COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on March 23, 2011

DWIGHT D. SULLIVAN, COUNTY CLERK GALVESTON COUNTY, TEXAS

Mandy (hapman, Deputy Brandy Chapman



A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 1.67 feet of Lot 18, all of Lot 17 and the west 22.50 feet of Lot 16, in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filled under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

COMMENCING at a %" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70'

THENCE N87'03'41"E along and with the north right of way line of said East 26th Street, a distance of 98 34 feet to a %" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE N02°56'19"W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a 56" iron rod set for the northwest corner of the tract herein described;

THENCE N87°03'41"E, a distance of 49.17 feet to a %" iron rod set for the northeast corner of the

THENCE S02°56′19″E, a distance of 10.00 feet to the south south line of said 20′ Abandoned Alley, and continuing for a total distance of 130.00 feet to a ¾" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

W/M

Basis of Bearing, Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Robert D. Ellis, R.P L.S. Tx Reg No 4006

Date 02-22-11 Scale 1" = 50' Southland Title G.F No LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F Lown Texas City, Texas 77591 Tel.: 409-938-8700 Fax: 409-938-8706



CERTIFIED COPY CERTIFICATE 14.00113

STATE OF TEXAS **COUNTY OF GALVESTON**

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on March 23, 2011.

:DWIGHT D. SULLIVAN, COUNTY CLERK ¿ ÉALVESTON COUNTY, TEXAS

By Ynandy Chapman, Deputy Brandy Chapman

	FOL 2	LOT 4	LOT 5	LOT 6	195 (LOT 8	LOT 9	LOT 10	LOT 11	' 	5/8° LR.	GALVESTON AVENUE 70' R.O.W. (ABANDONED)	THO 5/8 LL	OF NICHOLSTONE	3
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LOT 23	19. W	rot	21 LOT 2	20 LOT	 19 LOT 1 	E LOT	 LOT	ιоτ	15 LOT	LOT 1	3			*	120 0' 120 0'
1	130.00	200	1	आ है	\ 	E S	\ \ \	- S47 8/48	\ \ \ \	M M R		\$ 40	a.17'	1.30.00°	
25.0	/ \ 25 Q	. <u>.</u>	49.17		49,17' 47.51'	F	49 17'	S 87	49 17' 703'41	* W	9. 17 <u>'</u>	<u> </u>	· · · · · · · · · · · · · · · · · · ·	THE 1° II	P

East 26th Street (70' ROW)

A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 2.50 feet of Lot 16, all of Lot 15 and the west 21.67 feet of Lot 14, in Block 195, of Nicholstone, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 93, Page 3, in the Office of the County Clerk of Galveston County, Texas, together with the South 10 feet of the abandoned alley adjoining said Lots 20 and 21, as abandoned by the Commissioner's Court of Galveston County, Texas, a certified copy of which is filed under Galveston County Clerk's File No. 2007072507, said 0.1467 acre tract being more particularly described, by metes and bounds as follows.

COMMENCING at a %" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O W.);

THENCE N87'03'41"E along and with the north right of way line of said East 26th Street, a distance of 147.51 feet to a %" iron rod set for POINT OF BEGINNING of the tract herein described,

THENCE NO2°56′19″W, a distance of 120.00 feet to the south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a 36″ iron rod set for the northwest corner of the tract herein described.

THENCE N87'03'41"E, a distance of 49.17 feet to a %" iron rod set for the northeast corner of the tract herein described;

THENCE S02°56'19"E, a distance of 10.00 feet to the south south line of said 20' Abandoned Alley, and continuing for a total distance of 130.00 feet to a %" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street;

THENCE S87'03'41"W along and with the north right of way line of said East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described;

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief

UM

Basis of Bearing Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Robert D. Ellis, R.P.L.S Tx Req No 4006

Date: 02-22-11 Scale. 1" = 50' Southland Title GF No LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel: 409-938-8700 Fax: 409-938-8706

 \mathbb{Q}_{2}



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office. *

I hereby certify on March 23, 2011.

DWIGHT D. SULLIVAN, COUNTY CLERK GALVESTON COUNTY, TEXAS

By Mandy hapman, Deputy Brandy Chapman

		UNKIUN -	
LOT 3		DT 8 LOT 9 LOT 10 LOT 11	1 100 5/8" LR. S. NO 5/8" LR. ZM
<u> </u>	FIG AT UR	N 87'03'41" E	4 % U.S.
N 02.29.19. M 130.00	TRACT 1 6392 Sq Feet 6392 Sq Feet 6 0 1467 Acres 0 1467 Acres 1 LOT 21 LOT 20 LOT 19 LOT 18 1 5 49.17' 5 49.17'	49.17' \$ 49.17' 25.0' \$ 25.0' \$ 25.0' \$ 25.0' TRACT 3 TRACT 4 392 Sq. Feet 6392 Sq. Feet 0.1467 Acres LOT 17 LOT 16 LOT 15 LOT 49.17' \$ 49.17' 49.17' \$ 49.17'	## 49.17' \$ 49.17' \$ 5

A 0.1467 acre (6392 Sq Ft) tract of land being the east 3 33 feet of Lot 14, all of Lot 13 and the west 20.84 feet of the south 130 00 feet of the abandoned portion of Galveston Avenue (70' R.O.W.) lying between Blocks 195 and 198 of said Nicholston, said 0 1467 acre tract being more particularly described, by metes and bounds as follows

COMMENCING at a %" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O W),

THENCE N87'03'41"E along and with the north right of way line of said East 26th Street, a distance of 196.67 feet to a 1/8" iron rod set for POINT OF BEGINNING of the tract herein described;

THENCE NO2°56°19°W, a distance of 120 00 feet to the south line of said 20° Abandoned Alley, and continuing for a total distance of 130 00 feet to a %" iron rod set for the northwest corner of the tract herein described;

THENCE N87"03'41"E, a distance of 49.17 feet to a %" iron rod set for the northeast corner of the tract herein described;

THENCE S02'56'19"E, a distance of 130 00 feet to a 1%" iron rod set for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street,

THENCE S87°03'41"W along and with the north right of way line of said East 26th Street, a distance of 49 17 feet to the Point Of Beginning of the tract herein described;

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

VM 1/1 Robert D. Ellis, R.P.L.S. Tx. Reg No. 4006

Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

Date 02-22-11 Scale: 1" = 50' Southland Title GF No LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591 Tel. 409-938-8700 Fax. 409-938-8706



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

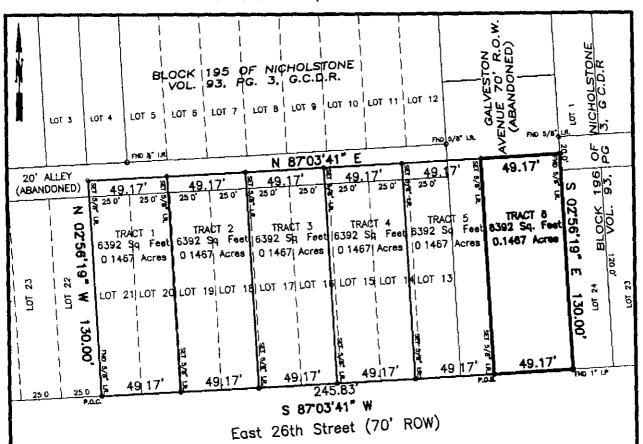
0 The above is a full, true and correct photographic copy of the original record how in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office. *

. ර

I hereby certify on March 23, 2011.

DWIGHT D SULLIVAN, COUNTY CLERK GALVESTON COUNTY, TEXAS

Brandy Chapman, Deputy



A 0.1467 acre (6392 Sq. Ft.) tract of land being the east 49.17 feet of the south 130.00 feet of the abandoned portion of Galveston Avenue (70° R.O.W.) lying between Blocks 195 and 196 of said Nicholston, said 0.1467 acre tract being more particularly described, by metes and bounds as follows:

COMMENCING at a 1/8" iron rod found for the southwest corner of Lot 21 of said Block 195, same being the southeast corner of Lot 22 and being in the north right of way line of East 26th Street (70' R.O.W),

THENCE N87'03'41"E along and with the north right of way line of said East 26th Street, a distance of 245.83 feet to a $\frac{1}{2}$ " iron rod set for POINT OF BEGINNING of the tract herein described,

THENCE NO2"56'19"W, a distance of 130 00 feet to a %" iron rod set for the northwest corner of the tract herein described.

THENCE N87'03'41"E, a distance of 49.17 feet to a 1/8" iron rod set for the northeast corner of the tract herein described,

THENCE S02*56'19"E, a distance of 1.30.00 feet to a 1" iron pipe found for the southeast corner of the tract herein described and being in the north right of way line of said East 26th Street,

THENCE S8703'41"W along and with the north right of way line of sold East 26th Street, a distance of 49.17 feet to the Point Of Beginning of the tract herein described,

the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief

AM Robert D Ellis, RPLS. Tx Reg No 4006 Basis of Bearing Grid North Texas State Plane Coordinate System, NAD83, South Central Zone

Date 02-22-11Scale 1" = 50' Southland Title GF. No LC1002686

ELLIS SURVEYING SERVICES

8419 Emmett F Lowry Texas City, Texas 77591 Tel 409-938-8700 Fax 409-938-8706



CERTIFIED CORY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court min office

I hereby certify on March 23, 2011

DWIGHT D SULLIVAN, COUNTY CLERK **GALVESTON COUNTY, TEXAS**

By Mandy Chapman, Deputy

Notatre aniswoody POB 1280 1601-D Dictinison Ave Dictinison, Tr 77539

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

March 23, 2011 12 20 41

FEE \$44 00

Dwight D Sullivan, County Clerk Galveston County, TEXAS

• •

AGENDA ITEM #13



County of Galveston

Lanny Brown DIRECTOR, COMMUNITY SERVICES

March 3, 2011

Hon. Mark Henry, County Judge of Galveston County, Texas 722 Moody, 2nd Floor Galveston, Texas 77550

Hon. Patrick F Doyle, Commissioner, Precinct No. 1 722 Moody, 1st Floor Galveston, Texas 77550

Hon. Kevin OBrien, Commissioner, Precinct No. 2 722 Moody, 1st Floor Galveston, Texas 77550 Hon. Stephen D. Holmes, Commissioner, Precinct No 3 2516 Texas Avenue, Room 121 Texas City, Texas 77590

Hon. Kenneth Clark, Commissioner, Precinct No. 4 Galveston County Annex, Suite 112 League City, Texas 77573

Re: Submission of claim for development costs incurred by County in City of Galveston TIRZ No 12, the North Broadway TIRZ

Dear Members of the Commissioners' Court.

We are requesting authorization from the Commissioners' Court to submit the County's claim for reimbursement of development costs incurred by the County in the City of Galveston Tax Increment Reinvestment Zone (TIRZ) No. 12, which is known as the North Broadway TIRZ. Community Services has worked diligently with staff from the Auditor's Office, County Engineer's Office, Facilities, and the Legal Department in preparing the claim for submission.

In sum, we believe the claim is ready for submission and request the Commissioners' Court authorization for submission of the claim. A summary sheet and excel document showing more detailed information is enclosed.

Thank you in advance for your consideration on this item

Sincerel

Raymond L. ("Lanny") Brown, Director, Community Services

Enclosures

TIRZ 12 Improvements	Project Costs
Demolition in Public ROW	\$93,458.04
Costs of Acquisition of Public ROW	\$757,915.17
Landscaping of Public ROW	\$452,723.21
Ave H, 54th & 59th Street Public Imprvs	\$4,031,307.00
Ave H, 54th & 59th Street Public Imprvs	\$69,584.00
Ave H, 54th & 59th Street Public Imprvs	\$80,085.46
Engineering Ave H, 54th & 59th Street Public Imprvs	\$308,000.00
Street Lighting (Center Point)	\$75,060.51
Street Lighting Conduit (Center Point)	\$3,767.00
Landscape Architect (Duke)	\$18,100.00
Bolts for Street Lights (Bay Arch.)	\$12,591.60
Street Scape (Knudson & Assoicates)	\$5,400.00
Street Striping (Interstate Barricades & Markings)	\$4,600.00
Total	\$5,912,591.99

TIRZ 12 - IMPROVEMENTS

DEMOLITION IN PUBLIC RIGHT OF WAY

Vendor	P.O.#	Invoice Date	Date Paid	Check Number	Amount Paid	IFAS FD-CC-OBJECT CODE
J.W. Kelso & Gilbane Bldg Co.	G310341	3/31/2003	4/28/2003	234800	\$178,290.00	3220-179305-5722000
J.W. Kelso & Gilbane Bidg Co.	G310341	4/30/2003	5/26/2003	236065	\$199,500.00	3220-179305-5722000
J.W. Kelso & Gilbane Bldg Co.	G310341	5/31/2003	6/30/2003	237698	\$148,099.00	3220-179305-5722000
J.W. Kelso & Gilbane Bldg Co.	G310341	6/30/2003	8/4/2003	239208	\$38,000.00	3220-179305-5722000
J.W. Kelso & Gilbane Bldg Co.	G310341	7/31/2003	8/25/2003	240111	\$57,000.00	3220-179305-5722000
J.W. Kelso & Gilbane Bldg Co.	G310341	8/31/2003	10/6/2003	241766	\$47,500.00	3220-179305-5722000
J.W. Kelso & Gilbane Bldg Co.	G310341	9/30/2003	11/10/2003	243326	\$38,950.00	3220-179305-5722000
J.W. Kelso & Gilbane Bldg Co.	G310341	11/30/2003	12/29/2003	245263	\$32,537.00	3220-179305-5722000
J.W. Kelso & Gilbane Bidg Co.	G310341	3/31/2004	4/19/2004	249462	\$38,941.00	3220-000000-2070001
			TOTAL COST		\$778,817.00	
				l	12.00%	
			PROJECT COST		\$93,458.04	

TIRZ 12 - IMPROVEMENTS

COSTS OF ACQUISTION OF PUBLIC RIGHT OF WAY

Vendor	P O.#	Invoice Date	Date Paid	Check	Amount Paid	IFAS FD-CC-OBJECT CODE	Description
Chicago Title Insurance Co.					\$50,000.00		Purchase of 2 Tracts of Land from Galv Disc Warehouses, L.P. (Ernest Monev)
Chicago Title Insurance Co.	G302420	10/30/2002	11/4/2002	225174	\$4,312,225.00	3220-179305-5722000	Purchase of 2 Tracts of Land from Galveston Discount Warehouses, L.P
South Land Title Co.					\$25,000.00		Purchase of 23.806 acre tract of Land on 59th st. Hayden Ranch (Ernest Money)
South Land Title Co.	G302182	10/24/2002	10/28/2002	225040	\$1,925,000.00	3220-179305-5722000	Purchase of 23.806 acre tract of Land on 59th st Hayden Ranch
				ı			
			TOTAL COST		\$6,312,225 00		

12.0071%

% of Total Cost

PROJECT COST

\$757,915.17

TIRZ 12 - IMPROVEMENTS

Landscaping of Public Right of Way

Vendor	P.O.#	Invoice Date	Date Paid	Check Number	Amount Paid	IFAS FD-CC-OBJECT CODE
Landscape Art, Inc.	G603479	3/25/2006	5/10/2006	278692	\$91,596.15	3206-179305-5716200
Landscape Art, Inc.	G603479	4/26/2006	5/24/2006	279268	\$223,266.21	3206-179305-5716200
Landscape Art, Inc.	G603479	5/23/2006	8/2/2006	281882	\$97,659.42	3206-179305-5716200
Landscape Art, Inc.	G603479	4/25/2007	5/9/2007	291981	\$37,031.09	3206-179305-5716200
Landscape Art, Inc.	G603479	5/31/2007	7/18/2007	294731	\$3,170.34	3206-179305-5716200

\$452,723.21

TOTAL PROJECT COST

TIRZ 12 - IMPROVEMENTS (GLENN FUQUA INC)

AVENUE H, 54th AND 59th STREET PUBLIC IMPROVEMENTS

IFAS FD-CC-OBJECT CODE	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-000000-2070001	
Ġ.	·	3220															الم
Amount Paid	\$48,274.25	\$140,700.22	\$472,164.34	\$254,109.80	\$444,719.74	\$521,569.98	\$330,001.80	\$277,272:59	\$190,466.02	\$239,804.50	\$233,660 04	\$223,151.96	\$261,657.08	\$133,602.79	\$58,586.65	\$201,565.36	\$4,031,307 12
Check Number	244165	245224	245894	247256	248596	249706	250757	252147	253181	254302	255764	257621	258432	259518	261588	262163	
< t	••																COST
Date Paid	12/1/2003	12/29/2003	1/19/2004	2/23/2004	3/29/2004	4/26/2004	5/24/2004	6/28/2004	7/26/2004	8/23/2004	9/27/2004	11/8/2004	11/29/2004	12/27/2004	2/21/2005	3/7/2005	TOTAL PROJECT COST
Invoice Date	#1-10/31/2003	#2-11/31/2003	#3-12/31/2003	#4-01/31/2004	#5-02/29/2004	#6-03/31/2004	#7-04/30/2004	#8-05/31/2004	#9-06/30/2004	#10-07/31/2004	#11-08/31/2004	#12-09/30/2004	#13-10/31/2004	#14-11/30/2004	#15-12/31/2004	#16-12/31/2004	
# 0 d	G317752	6317752	G317752A														
Vendor	Glenn Fuqua, Inc.	Glenn Fuqua, Inc	Glenn Fuqua, Inc	Glenn Fuqua, Inc	Glenn Fuqua, Inc.	Glenn Fuqua, Inc											

TIRZ 12 - IMPROVEMENTS (PSI - MATERIAL TESTING)

AVENUE H, 54th AND 59th STREET PUBLIC IMPROVEMENTS

IFAS FD-CC-OBJECT CODE	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051	3220-179305-5731051
ı	5	0	0	0	0	0		0	0	0
Amount Paid	\$390.50	\$7,726.00	\$9,213.50	\$9,604.00	\$11,078.50	\$10,319.00	\$10,183.00	\$8,081.00	\$2,573.50	\$415 00
Check	247604	246714	247604	248948	249782	250856	252244	253296	254691	255872
Date Paid	3/1/2004	2/9/2004	3/1/2004	4/2/2004	4/26/2004	5/24/2004	6/28/2004	7/26/2004	8/30/2004	9/27/2004
Invoice Date	11/30/2003	12/31/2003	1/31/2004	2/29/2004	3/31/2004	4/30/2004	5/31/2004	6/30/2004	7/31/2004	8/31/2004
P.O #	Pro Service Industries G405874	Pro Service Industries G405874	Pro Service Industries G405874	Pro Service Industries G405874	Pro Service Industries G405874	Pro Service Industries G405874	Pro Service Industries G405874	Pro Service Industnes G405874	Pro Service Industries G405874	Pro Service Industnes G405874
Vendor	Pro Service Ind Pro Service Ind	Pro Service Ind								

\$69,584 00

TOTAL PROJECT COST

TIRZ 12 - IMPROVEMENTS (BROOKS & SPARKS - INSPECTION)

AVENUE H, 54th AND 59th STREET PUBLIC IMPROVEMENTS

Vendor	# O #	Invoice Date	Date	Check Number	Amount Paid	IFAS FD-CC-OBJECT CODE
Brooks & Sparks, Inc. G403161	5403161	2/15/2004	5/17/2004	250381	\$20,371.54	3220-179305-5731051
Brooks & Sparks, Inc. G403161	5403161	4/29/2004	5/17/2004	250381	\$24,692.83	3220-179305-5731051
Brooks & Sparks, Inc. G403161	5403161	6/18/2004	7/5/2004	252332	\$11,203.54	3220-179305-5731051
Brooks & Sparks, Inc G403161	5403161	7/1/2004	7/26/2004	253084	\$17,460.29	3220-179305-5731051
Brooks & Sparks, Inc. G403161	5403161	12/14/2004	3/7/2005	262115	\$6,244.08	3220-179305-5731051
Brooks & Sparks, Inc. G403161	3403161	2/28/2005	3/21/2005	262605	\$113.18	3220-179305-5731051
		•	TOTAL PROJECT COST		\$80,085 46	

TIRZ 12 - IMPROVEMENTS

Engineering for Ave H, 54th & 59th Street Public Improvements

Vendor	P.O. #	Invoice Date	Date Paid	Check Number	Amount Paid	IFAS FD-CC-OBJECT CODE
Bay Architects/Brooks & Sparks	G115992				\$27,000.00	3206-179305-5728121
Bay Architects/Brooks & Sparks	G115992				\$81,000.00	3206-179305-5728121
Bay Architects/Brooks & Sparks	G115992				\$94,500.00	3206-179305-5728121
Bay Architects/Brooks & Sparks	G115992				\$40,500.00	3206-179305-5728121
Bay Architects/Brooks & Sparks	G115992	8/18/2003			\$27,000.00	3206-179305-5728121
Bay Architects/Brooks & Sparks	G115992	8/18/2003			\$38,000:00	3206-179305-5728121
		•	TOTAL PROJECT COST		\$308,000.00	

TIRZ 12 - IMPROVEMENTS

Street Lighting (Center Point)

Description	Street Lighting Ave H-54th & 59th	
IFAS FD-CC-OBJECT CODE	\$75,060.51 3220-179305-5731051	
Amount Paid	\$75,060.51	
Check	283459	
Date Paid	9/13/2006	
Invoice Date	7/18/2006	
P.O #	G611528	
Vendor	Centerpoint Energy	

\$75,060.51

PROJECT COST

TIRZ 12 - IMPROVEMENTS

Street Lighting Conduit (Center Point)

	Description	Street Lighting Ave H 54th & 59th Install Conduit		
IFAS	FD-CC-OBJECT CODE	3206-179305-5740002		
Amount	Paid	\$3,767.00		\$3,767.00
Check	Number	285893		
Date	Paid	11/15/2006		PROJECT COST
Invoice	Date	10/27/2006		
	P O.#	G702122		
	Vendor	Centerpoint Energy		

TIRZ 12 - IMPROVEMENTS

Landscape Architect (Duke)

tion	be	ədi	ed.	adı	be			
Description	Streetscape	Streetscape	Streetscape	Streetscape	Streetscape			
IFAS FD-CC-OBJECT CODE	3220-179305-5728121	3220-179305-5728121	3220-179305-5728121	3220-179305-5728121	3220-179305-5728121			
Amount Paid	\$3,250.94	\$433.13	\$538.13	\$5,103.00	\$8,774.80	\$0.00	\$0.00	\$18,100.00
Check Number	268447	283162	283162	283162				
Date Paid	8/15/2005	9/6/2006	9/6/2006	9/6/2006				PROJECT COST
Invoice Date	6/22/2005	7/31/2006	7/31/2006	7/31/2006				
P.O.#	G115992A	G115992A	G115992A	G115992A	G115992A			
Vendor	Bay Architects Inc(Duke)	Bay Architects Inc(Duke)	Bay Architects Inc(Duke)	Bay Architects Inc(Duke)	Bay Architects Inc(Duke)			

TIRZ 12 - IMPROVEMENTS

Bolts for Street Lights (Bay Architects Inc)

	Description	\$12,591.60 3220-179305-5728121 To Provide bolts for lights & necessary
IFAS	FD-CC-OBJECT CODE	3220-179305-5728121
Amount	Paid	\$12,591.60
Check	Number	283162
Date	Paid	9/6/2006
Invoice	Date	7/31/2006
	# O d	G115992A
	Vendor	Bay Architects Inc

PROJECT COST \$12,591.60

TIRZ 12 - IMPROVEMENTS

Schematic Design Street Scape (Knudson & Associates)

Description	Schematic Design Street Scape
IFAS FD-CC-OBJECT CODE	\$5,400.00 3220-179305-5728121
Amount Paid	\$5,400.00
Check Number	248243
Date Paid	3/22/2004
Invoice Date	11/30/2003
P.O. #	G115992
Vendor	Bay Architects (Knudson & Assoc)

PROJECT COST \$5,400.00

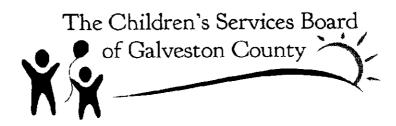
TIRZ 12 - IMPROVEMENTS

Street Striping

Description	Striping as per plans
IFAS FD-CC-OBJECT CODE	3220-179305-5722000
Amount Paid	_
Check Number	284923
Date Paid	10/18/2006
Invoice Date	9/28/2006
P O.#	G610727
Vendor	Interstate Barricades G610727

PROJECT COST \$4,600.00

AGENDA ITEM #14



"Providing resources to help improve the care and welfare of children in Galieston County with special emphasis on foster care and preventing child abuse and neglect"

February 18, 2011

Mr Lanny Brown Director of Community Services 722 Moody, 2nd Floor Galveston, TX 77550

RE Galveston County Children's Services Board

Dear Mr Brown

On behalf of the Children's Services Board of Galveston County ("CSB"), I would like to welcome and congratulate you on your new position with the County of Galveston

At this time, the CSB would like to request, to the County Judge and Commissioners, the reappointment of Julie Masters, Jeanette Crear Elias and Melissa Williams to the Board of Directors of the Children's Services Board

Thank you for your consideration of this recommendation

Respectfully,

Julie Masters

YX-

Phone (409) 770-5547 Fax (409) 765-3264

Julie Dues Masters

Dickinson High School
College of the Mainland
Texas Tech University, B S Recreation, Minor in Park Administration

Currently Chair, Galveston County Children's Services Board Mayor, City of Dickinson Executive Director, Keep Dickinson Beautiful

As a member of the Galveston County Children's Services Board, I have remained very active in my capacity on this board as I profoundly believe that we must reduce the incidents of child abuse and neglect. I believe we can accomplish this through education and community involvement

While serving as Chair or Vice Chair

- We moved from being known as the CPS Board to being the Children's Services Board of Galveston County, whereby expanding our
 purpose toward improving the care and welfare of all needy children in Galveston County
- We created the Galveston County Children's Youth Services Directory that offers contact information regarding services for children in need. We ensure this document is distributed to all schools, social service organizations, cities, police, libraries and county departments. It is online and available to anyone looking for assistance.
- We have updated our ByLaws, adopted a Logo, created a website, acquired a Community Outreach Coordinator (thank you Commissioners), in an effort to create an identity for the Board as a resource for educating our youth and adults on child abuse prevention/reporting, dispensing assistance information, and providing families the tools and information that will help them to become better parents
- We have established working partnerships with other social service organizations that provide services for children and families in the County
- Currently working on refurbishing children/family visitation rooms in Galveston and Texas City
- Currently working on establishing Parenting Classes for court ordered and voluntary participation

While on the Board I have

- Initiated a partnership with UTMB and area schools to promote a project called "Shake the Rattle, not the Baby"
- Developed several activities for kids that I distributed along with educational materials geared toward healthy relationships, parenting, reporting child abuse, drugs/alcohol, etc
- Manned booths at Fairs and Festivals in the County distributing information
- Had photos and articles published in the newspaper regarding child abuse prevention
- Served as the County's representative on the Regional Council of Child Welfare Boards
- Served as an alternate on the Texas Council of Child Welfare Boards
- Participated in the Foster Family Christmas parties
- Participated in ensuring Foster kids have a gift(s) on Christmas morning
- Written/provided Proclamations to Cities in recognition of Child Abuse Prevention Month
- Received "Volunteer of the Year" Award from the Texas Council of Child Welfare Boards
- Attended conferences in Washington D.C. and met with State Representatives regarding funding for Child Welfare programs
- Continued to promote reporting and prevention of child abuse and neglect
- Continued to work well with CPS staffers in seeing that the needs of the county's most vulnerable children are met

Safe, healthy, happy, well-educated children are a priority for me. I also serve on the DISD Education Improvement Council, Board of Directors for Mainland Medical Center, Dickinson Optimist Club, and have been a Reading Mentor for elementary students in DISD for over ten years.

Spouse Ron Masters, CEO - MaximGroup, Two Daughters Jill, Laura

AGENDA ITEM #15



THE COUNTY OF GALVESTON

On this the 8th day of March, 2011, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark A. Henry, County Judge; Patrick F. Doyle, Commissioner, Precinct 1; Kevin D. O'Brien, Commissioner, Precinct 2; Stephen D. Holmes, Commissioner, Precinct 3; Kenneth Clark, Commissioner, Precinct 4; and Dwight Sullivan, County Clerk;

when the following proceedings, among others, were had, to-wit

A Resolution Advocating the Passage of HJR 56/SJR by the 82nd Texas Legislative Session

Whereas, Galveston County is responsible for the operation and management of many and various governmental programs as required or authorized by state law, and

Whereas, many state officials appropriately oppose unfunded mandates sent down to states from the federal government, and

Whereas, the State of Texas, acting through the Texas Legislature and/or through a state agency or executive order, from time to time enacts laws or promulgates rules that have the effect of imposing mandatory financial obligations upon Texas counties in the same manner that federal mandates obligate the state, and

Whereas, such unfunded or underfunded mandates disproportionately burden local property taxpayers with paying for state programs, resulting in local tax increases and/or cutbacks in local programs, and

Whereas, Rep. Burt Solomons has filed HJR 56 and Sen. John Carona has filed SJR 17 in the 82nd Legislature, both calling for a constitutional amendment that would "restrict the power of the Legislature to mandate requirements upon certain local governments," including counties, cities, hospital districts, community college districts, and special districts created by those entities, and

Whereas, HJR 56/SJR 17 state that "no bill enacted by the Legislature on or after Jan 1, 2012 requiring a local government to establish, expand or modify a duty or activity that requires the expenditure of revenue by the local government shall be effective until and unless the Legislature appropriates or otherwise provides for the

payment or reimbursement, from a source other than the revenue of the local government, of the costs incurred for the biennium by the local government in complying with the requirement", and

Whereas, the Commissioners' Court of Galveston County is of the opinion that both pieces of Legislation are in the best interests of Texas counties and their taxpayers and should be adopted

Now, Therefore be it Resolved that, the Commissioners Court of Galveston County, acting on behalf of its citizens and taxpayers does hereby encourage all members of the Texas House of Representatives to co-sponsor HJR 56.

Be it Further Resolved that the Commissioners' Court also enthusiastically endorses the passage of both HJR 56/SJR 17 and calls upon all members of the Texas Legislature to approve both pieces of legislation

Upon Motion Duly Made and Seconded, the above Order is unanimously passed on this the 8th day of March, 2011

Dwight Sullivan

County)Clerk

Patrick F. Doyle

Commissioner, Precinct 1

Stephen D. Holmes

Commissioner, Precinct 3

County of Galveton

Mark A. Henry County Judge

Kevin D. O'Brien

Commissioner, Precinct 2

Kenneth Clark

Commissioner, Precinct 4

AGENDA ITEM #16



Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Freeman Mendell Chief of Staff

> Patricia Grady Legal Liaison

Roxann Lewis Executive Assistant

March 8, 2011

To All Elected and Appointed Officials and Department Heads

Re Revocation of Contracting Authority

Greetings

The Commissioners' Court is reviewing a number of items that have a current fiscal impact on the County As we prepare to address an anticipated reduction of costs, one of the issues that has become apparent is the need to curtail the execution of contacts without the express approval of Commissioners' Court

A fundamental principal of fiscal management for the County is that only the Commissioners' Court acting as a body has the authority to contract for the County No individual member of the Commissioners' Court and no other Elected or Appointed County Official, Department Head or employee may execute and bind the County to a contract without Commissioners' Court approval

The Commissioners' Court has express statutory authority to designate an agent to execute contracts in the name of and on behalf of Galveston County for any lawful purpose. In the past, the Commissioners' Court has, on occasion using specific guidelines and direction, given such authority to a few individuals.

Unfortunately, in at least a few instances contracts for which purchases were made or services were rendered and payment was made have been executed without Commissioners' Court authority. This deprives the Commissioners' Court of its oversight over the budget and weakens the budget process.

In order for the Commissioners' Court to exercise better fiscal control over County resources, effective immediately, all prior blanket authorizations given to any Elected or Appointed Official or Department Head or other employee to execute contracts or service agreements is withdrawn. In addition, we remind all that no one may execute any contracts or engage any services on behalf of Galveston County without prior specific Commissioners' Court authority.

As we become more familiar with the various outstanding contracts and service agreements we are sure that we will, once again, authorize agents to act on behalf of the

All Elected and Appointed Officials and Department Heads March 8, 2011 Page 2

Commissioners' Court and to execute contracts and other service agreements. We ask that you assist us in our endeavors by advising us of any contracts or service agreements that you have been authorized by the Commissioners Court to execute on behalf of the County or that you have taken upon yourself to execute

We thank you for your cooperation in this matter

Sincerely yours,

Mark Henry
County Judge

Depts /Commct/contracting authority March 1, 2011

AGENDA ITEM #17



Galbeston County Legal Department

COUNTY COURTHOUSE 722 MOODY 5th FLOOR GALVESTON, TEXAS 77550-2317

Galveston Line (409) 770-5562

Houston Line (281) 316-8300

Fax Line (409) 770-5560

IAK VET BAZAMAN

Donald Glywasky Barry C Willey Myrna S Reingold

March 2, 2011

Hon Mark Henry, County Judge Hon County Commissioners Galveston County Galveston County Courthouse 722 Moody, Suite 200 Galveston, Texas 77550

Re Limited Authority for County Legal to Settle Claims

Gentlemen

Enclosed with this letter is a copy of a Commissioners' Court Order dated February 12, 1999 granting the head of the County Legal Dept limited authority to settle third party personal injury and property damage claims up to \$5,000 Based on the same reasons contained in the 1999 Order we ask that we once again be given this authority

Your favorable consideration of this request is appreciated

Sincerely yours

Harvey Bazamay

Galveston County Legal Dept

Cc Cliff Billingsley County Auditor

> Rufus Crowder County Purchasing Agent

Ron Shelby

Director of Finance and Administration

300-24-0757

Upon motion of County Judge Yarbrough, seconded by Commissioner Holmes, and carried, It is Ordered by the Court that request for the head of the County Legal Department for limited authority to settle third party personal injury and property damage claims in an amount not to exceed \$5,000 be and is approved



Salveston County Legal Bepartment

4127 SHEARN MOODY PLAZA 123 ROSENBERG GALVESTON TEXAS 77550 1454 Galveston Line

Houston Line (281) 996-1710 ext 5562

12 February 1999

(409) 770-1560

HARVEY BAZAMAN Donald Glywasky Barry C Willey Mary Walker Chyle

> Hon James D Yarbrough, County Judge Hon County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

Re. Limited Authority for Legal Department to Settle Claims

This is to request that the head of the County Legal Department be given limited authority to settle third party personal injury and property damage claims. We propose to settle claims in an amount not to exceed Five Thousand Dollars without the necessity of prior formal submission to and approval by the Commissioners Court

There are many instances where the County is clearly liable for damages caused by an accident. For example, were a County vehicle to back into a parked car, only in extraordinary circumstances would we not honor such a claim Many claims are for relatively small amounts

Presently we advise people that we will recommend approval of the claim. Based on that assurance we obtain tentative releases. We then place the claim on the Commissioners' Court agenda for approval and execute a purchase order for the amount Although the purchase order is ofentimes processed pending your formal approval of the claim, it is not uncommon for it to take up to three (3) weeks to obtain a check. During this process, persons have rented a vehicle while their own awaits repair Also, typically a repair shop will not begin repairs until they are guaranteed payment.

As a result, the time delay results in the claimant being unhappy and the County paying extra money on the claim.

Allowing the Legal Department authority to obtain releases and quickly settle claims in an amount up to Five Thousand Dollars should diminish, if not eliminate, this problem in most instances. The limit would be for each claim, and would cover both personal injury and property damage claims. It would also

300-24-0758

include the ability to authorize procurement of a rental vehicle and to guarantee repair shops that they will receive payment. Of course, we would continue to process all purchase orders through the County Purchasing Agent.

If you are receptive to this proposal, we will meet with the County Auditor, the Purchasing Agent and the Budget Officer and work out a system where we will routinely prepare whatever information they might require for risk management, budgeting, purchasing, auditing and other appropriate purposes. We will also advise you of the claims expenditures on a periodic basis and provide you with any desired reports.

Thank you for your attention in this matter Should you have any questions, please do not hesitate to contact us

Singerely yours

Harvey Bazaman

Galveston County Legal Dept

cc: Hon. Phil Lohec County Auditor

> Hon Bruce Hughes Purchasing Agent

Mr Paul McLarty Budget Officer

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AGENDA ITEM #18

Object Code	Contraction	Control State 1	Octo	F. J. D. 6.	ם שם
non topico		Justinication	Degra Cate	End Date	5
5426100	Lease on copy machines	rease on copy machines at various county locations, monthly amount increased slightly	20081001	20090930 242016	242016
5423500	SERVER OPERATING SYSTEM SOFTWARE	OPERATING SYSTEM SOFTWARE FOR SERVER	20081001	20090930 BIDCON	BIDCON
5423500	Maintenance	Software, hardware and maintenance for law enforcement	20081120	20091120	705599
5423500	COMMUNICATION OPERATING SOFTWARE	OPERATING SOFTWARE FOR COMMUNICATIONS	20081001	20090930 BIDCON	BIDCON
		CITRIX METAFRAME SOFTWARE UPGRADE FOR			
5423500	CITRIX METAFRAME	HARDWWARE AND SOFTWARE	20081001	20090930 BIDCON	BIDCON
5423500	Maintenance of Software	Remote IFAS System Administration Services RSP	20081001	20090930 407589	407589
5423500	SQL DATA BASE SYSTEM UPGRADE	SQL DATA BASE SYSTEM UPGRADE	20081001	20090930 BIDCON	BIDCON
5423500	Software Maintenance	Software Maintenance License and support (IFAS)	20081001	20090930	407589
		Software Maintenance Maintenance on 5 servers for Sheriff's			
5423500	Software Maintenance	& 2 for OEM	20081001	20090930	707528
5423500	Disaster Recovery Fees	Monthly increase from \$5375 00 to \$5736 00	20081001	20090930	410741
		LEASE ON PITNEY BOWES POSTAGE MACHINES IN			
5426100	Rental fees on various postage machines	VARIOUS COUNTY LOCATIONS	20081001	20090930	163485
5481000	NETWORK & SECURITY ASSESSMENT		20081001	20090930 BIDCON	BIDCON
000	SOFTWARE, HARDWARE MAINTENANCE FOR LAW				
2473200	CINTORCEMEN		Z0081002	20090930	/0/408
5423500	Justice of the Peace Software	Software Maintenance Justice of the Peace	20090101	20091231	702547
5481000	WEBTMA SOFTWARE FOR FACILITIES		20081001	20090930	709257
5423500	IMAGING FOR COUNTY CLERK	(COUNTY CLERK FUND)	20081001	20090930	406853
5481000	COMCAST	CABLE AND INTERNET SERVICES	20081001	20090930	709055
		UPGRADE/REFRESH MOBILE LICENSE FOR VARIOUS			
5423500	UPGRADE/REFRESH MOBILE LICENSE	COUNTY DEPARTMENTS	20081001	20090930	705599
		Hardware Maintenance Annual maintenance service suite for			
		RS6000, 7204 External Disk Drive, 7857 Modem, Alert for			
		Pseries. Support line selected system software support for			
5423500	Service Suite RS6000, Finance1, US1, AP1	AIX, 7210 DVD ram drive	20081001	20090930	407754
		Software Maintenance Veritas Netbackup Datacenter, Unix,			
5423500	Vertas Netbackup	Informix Agent	20081023	20091022	703255
		Software Maintenance Informix Dynamic Service Enterprise			
5423500	Informix Dynamic Server Enterprise Edition	Edition Concession - E00PCLL 100 users	20080201	20090131	407754
5481000	ADD INTERNET CONNECTIVITY		20081001	20090930 BIDCON	BIDCON
		MAINTENANCE - NETMOTION MOBILITY XE-COUNTY			
5423500	Maintenance	PATROL OFFICERS ADDITIONAL 125	20081025	20091024	706532
		SUPPORT FOR SPEECH RECOGNITION WEB BASED			
5423500		REPORTS	20081001	20090930	709405
5481000	SUPPORT FOR IMAGING SERVER (COUNTY CLERK)		20081001	20090930	705056
5423500	MAINTENANCE - TEXAS VINE		20081001	20090930	706710
5481000	Liebert UPS Maintenance Contract	At the new Law Enforcement Building and Jail	20081001	20090930 BIDCON	SIDCON
		Software Maintenance 1 yr phone and on-line support 2 hr			
		response time 24x7x365 1 yr upgrades and update			
5423500	Double Take Replication	downloads	20081001	20090930	703255
5423500	SERVICES - GAL CO CIJS RESOURCE SHARING		20081001	20090930	703954
5481000	Integrated Justice System Phase III	Budget Estimates for Urban Counties Integrated Justice System Phase III	20081001	0200000	703954
20010		Cycles Fire of the	10010007	70090900	5000

5423500					
- +	R - WEBSEN		Degiri Date	Degini Date End Date	7 3
	SUPPORT		20081001	20090930	708876
⇃	R & M EQUIPMENT	CABLING AND MAINTENACE EQUIPMENT	20081001	20090930	705360
5423500	EYESYS HVT	EYESYS HVT software maintenance 300 user license	20081001	20090930	400674
5423500	Gold On-Site Support	Software Maintenance Gold On-Site support for Brocade			
		IBM Source Suite hardware in the ASAOC majed.	20080930	20090929	703255
5423500	Hardware	drive, processor	20080118	20000114	702547
		Miscellaneous software and hardware maintenance and	210007	*1106007	140701
٦	Miscellaneous Maintenance and Support Cost	support	20081001	2000030	RIDCOAL
	Maintenance Agreement (Dist Clerk)	Update on C/S and main voice system	20081001		403708
╗	Backup Recovery Services	Annual disaster recovery fee Project ID #84A	20081101	20092033	400674
7	ION	INFOTREND 24X7	20081001	20090930	703255
5481000	Reports for Constables, District Attorney and others		20081001		400521
5423500	License Subscription	License subscription for law enforcement (Justice Admin, Probate, Law)	20081101		705457
5423500	Software Maintenance Microsoft Exchange Server	Software Maintenance Microsoft Exchange Server Ent English LIC/SA Pack	8000000	2000002	70447
		Maintenance for Skemativ Appendix O Coffund Const	200002	77706007	1014/8
5423500 N	Maintenance for Skematix	Agreement L0022	20081001	20090930	409674
	manipo o man	Labor, parts, and professional services for IAW MP04-014 for			
2401000	COLLINGLICATIONS CADING	Various county locations	20081001	-	705360
	GUI - LOAU IESTEK		20081001	20090930	409674
5423500	Software Maintenance	Software Maintenance AutoCad Legacy for Parks and Eng	20081001	20090930	626902
	Reflections for Multi-Host Enterprise	Software Maintenance Reflection for Multi-Host Enterprise Standard (100)	20081101		704208
	MAINTENANCE & SUPPORT MCAFEE		20081001	_	703308
5481000 N	Miscellaneous Contract Services	miscellaneous contract services	20081001		
	EXPRESS PERSONNEL	TEMP HELP FOR IT DEPT	20081001	20090930	709455
5423500 II	INFLATION ON SOFTWARE MAINTENANCE & SUPPORT		20081001	20090930 BIDCON	NDCON
7	MAINTENANCE - IMAGELINK MICROIMAGER (DISTRICT CLERK)	19	20081001	20000030	54052
	Software Maintenance	Software Maintenance Voter registration system support	20081001		405133
5423500 N	Maintenance Heat	121	20081101	\perp	700985
5481000 L	License for 2000 users for Electronic Employee Management		20081001	20090930	705919
5423500 S	Software License Renewal Microsoft Windows 2000	Microsoft Windows 2000 Terminal Services Client Access (100)	20070401		703409
-†	Services for Parks	Recnet services for reservations of Parks Facilities	20081001	↓_	705403
		Software Maintenance Netformix Service Bundle for NFX-PSR-500 and NFX-PEU-XXX Includes CISCO and Multi Vendor Library Updates and Netformix Technical Support and			
34233UU N	Netrormix Service Bundle	upgrade to next version	20081015	20091014 7	700392

IT 2009 Contracts (3)

Object Code	Description	a Otto Brian I			
	277.	Custification	Begin Date	Begin Date End Date	PEID
		Network Support Agreement - 40 hrs telephone and onside assistance for Galveston County network and check			
5423500	Network Support Agreement	point/nokia firewall 1 year not to exceed 40 hrs	20080217	20090217	702520
5423500	Software Subscription-Unlimited Gateway License	Software Maintenance VPN-1 Enterprise Center	20081101	20030217	702520
5423500	SOFTWARE ADVANTAGE RENEWAL		20001101	2000000	025207
5423500	RVI Imagina - JOP	Software Maintenance DVII Impaire	20001001	20090930	403800
5423500	Xerox Rightfax	Software Maintenance INVI III agilly - JOP (RBZZZ4)	20080101	20091231	702547
5423500	Coffusion		20081001	20090930	242016
7423000	Soliware Difficult of Sport	Update jury database - Ejuror (District Clerk Dept)	20081001	20090930	705002
5423500	PHONE SUPPORT - CITRIX SUPPORT		20081001	20090930	707530
5423500	Maintenance Support	Maintenance Support-Omni Juror	20081001	20090930	705007
5423500	Informix 4GL Compiler Runtime Concurrent	Software Maintenance Informix 4GL compiler runtime			
5423500	SOFTWARE RENEWAL & MAINTENANCE - SAMS FOR DARKS & SE CITIZENS	concerned agaston - EAUTTEL, 37 USE IICENSE	20080201	20090131	407754
200	ON ON THE PLANS		20081001	20090930	708593
		Software Maintenance Sysload AIX Agent 6 processors 22LM, DB Agent Oracle NT & SQL SVR 22LM, HP Openview Network NOD-22LM, Sysload NT Agent 1-2 & 4 CPI is 221 M.			
5423500	Systoad AIX	and Systoad Observer 22LM	20081001	20090930	409674
5423500	IMAGELINK MICROIMAGER FOR TAX OFFICE		20081001	2000000	51052
0000	MAINTENANCE & SUPPORT FOR MOSQUITO	The state of the s		200000	2010
2481000	APPLICATION		20081001	20090930	709405
5423500	COURTHOUSE DATA CIRCUITS		20081001	20090930	702330
5481000	Answering service charges	Monthly charge increased	20081001	20090930	703690
5423500	Casecatalyst Support Plan	Software maintenance for Casecatalyst support plan	20081015	20091014	404845
5423500	SOFTWARE MAINTENANCE ENGINEERS EDITION & ORION NETWORK		20081001	20090930	707583
5423500	Software Maintenance	Software Maintenance Maintenance for Mitsubishi UPS		000000	3
242200	COLLWAID INGILITIES INC.	System /X24	20081001	20090930	702330
5423500	Monthly usage for Online services	MONTHLY USAGE FOR ONLINE SERVICES FOR JUSTICE ADMIN & JP CONSTABLES	20081001	20090930	410079
5423500	Service Account Manager	Software Maintenance Subscription & Support Agreement	20080915	20090014	703306
5423500	O blid of some of the state of	Special services for Justice Administration and Courts			2000
5423500	Management of the Support and Issues With Inmates	Including video-conferencing	20081001	20090930	BIDCON
5423500	Maintenance SETOID Evil Doctoration (1995)	Maintenance-Rbill and Travis Cobra for human resources	20081001	-	400637
5423500	COCTAVADE MAINTENANCE 100		20081001	20090930	703494
5423500	SOFTWAKE MAIN ENANCE - JICS	The state of the s	20081001	_	706915
2423200	Elan Mira	Maintenance for Elan Mira	20081029	20091028	404845
		Annesty incentive programm LDRPS EZ maintenance LDRPS Disaster Recovery Planning System Maintenance (Note additional Strobling Item is RIA - Ringings Impact		<u>L</u> .	
5423500		Analysis) extension of LDRPS	20071215	20111215	407554
5423500	MAINTENANCE - RMS CONSOLE, INTERNET SECURITY & HACKERSHIELD		_		702276
5423500	Openfink Annual Maintenance	Software Maintenance Openlink	$^{+}$	-	077700
5423500		Cofficient Maintenance Operations 60 Control	$^{+}$	- 1	40/589
		Soliware Maintenance Docushare 50 Seat Gold	20081001	20090930	242016

Object Code		Justification	Begin Date	Begin Date End Date	PE ID
5423500	OPAC PLUS MAINTENANCE FOR DISTRICT CLERK		20081001	20090930	702574
5423500	Pedestal NTSEC50 Security	Software Maintenance Pedestal NTSEC50 Security Tool 50 user license 1 YEAR RENEWAL	20080225	20090224	703409
5423500	Cobol Developer Suite (OCDS)	Software Maintenance Cobol Developer Suite (OCDS) for RS6000, AIX 4 1 3, V4 1	20080930	20090929	408931
5423500	SUPPORT/LICENSE ENTERPRISE ED AIX PASSPORT ADVANTAGE		20081001	20090930	407754
5423500	Maintenance	Maintenance-IBM service suite for the 3995-C40 optical library (RB297)	20081215	20091214	702547
5423500	MAINTENANCE & SUPPORT FOR CISCO ROUTERS		20081001	20090930	708290
5423500		EYESYS software maintenance Project ID #22NM	20081101	20091031	409674
5481000	Staffing		20081001	20090930	409672
5481000	D.	Consulting and support services to be provided as needed	20081001	20090930	705672
5423500	(E MAINTENANCE - TREA ENT		20081001	20090930	706331
5423500	MAINTENANCE - TROY HP4300 PRINTER FOR TREASURER'S DEPT		20081001	20090930	706331
		Software Maintenance Microsoft Project Pro Win32 English	2000000		
5423500	Software Maintenance Microsoft Project Pro Win32	Lic/SA Pack	20080228	20090227	7014/8
5423500	WEBSITE HOSTING - DOMAIN GALVESTONPARK ORG		20081001	20090930	705613
5423500	Software Maintenance	Software maintenance for BIA	20070630	20100227	407554
5423500	Web Outlook Access	Secure site pro certificate (Web Outlook Access)	20081023	20091023	704504
5423500	SVCS Application Support	SVCS Application Support Remote support 200 hrs/year	20081001	20090930	409674
5423500	Informacy C.ISAM Conclurent Section	Software Maintenance Informix C-ISAM concurrent session - IEOH911 100 user license	20080201	20090131	407754
5481000	RESERVATION SITE (PLIRI IC ACCESS) PARKS DEPT		20081001	20090930	705403
5423500	Software	MAINTENANCE OF DRILL (DISTRICT CLERK)	20081001	20090930	705880
5423500	AIA/ITP 30 License	Software Maintenance AIA/ITP 30 License RB2224	20090101	20101231	702547
5423500	Maintenance	Support maintenance - 10 hours/year remote service	20081001	20090930	409674
		Maintenance Software Nokia IP330 access 5x8 software	!		
001		subscription and advanced hardware replacement for 1 year	20080501	20000430	702520
2472200	Novia Essential Support IT 350	Software Maintenance Whatsup Gold Service Agreement	000000	00000	10502
5423500	Whatsup Gold Software	(WG-7000 Network Monitoring)	20080510	20090509	410252
5423500	PRO SSL Certificate		20081202	20091201	704504
		Hardware Maintenance Technet 1 Server US SUB Acct No	20000004	20000121	098907
5423500	Decimen 1 Server US Sup	Software Montenance CMA DICENIE	20000201	20000030	242046
5423500	MEIODEDAK SONS EMERCENCY MONT	SOUWAIG MAINGING COMPANION OF AND AND AND AND AND AND AND AND AND AND	20081001	2009030	407006
5423500	Inventory Software	Support telephone for Checkmate (asset tagging system)	20081101	20091031	706635
5423500	Software Maintenance StenoCat 32	Software for Justice Administration	20080425	20090424	705895
5481000	NATIONWIDE 800 NUMBER FOR OEM		20081001	20090930	708752
5423500	Echose Software (Gall Juffka)	Software Maintenance Eclipse for court reporters annual support renewal (Gail Juffka)	20081126	20091125	702705
5422500	Information Commiss Davislanment	Software Maintenance Informix 4GL compiler development Registered EXDEN 1 3 user license	20080201	20090131	407754
2423200		1			

5423500 Maintenance on ELF (Easy Lazer Forms) 5423701 Maintenance and Update (Dist Clerk) 5423500 OPAC PLUS MAINTENANCE FOR HR 5423500 COMP (HR) 5423500 Hyena VR 5 2 5423500 Informix Client SDK Registered User 5481000 Action Personnel Contract Employees 5481000 Contract Employees for Administration 5481000 Software Support for Special Document A	Description	Justification	Begin Date	Begin Date End Date	PEID
+- +		Maintenance	20081001	20081001 20090930 407589	407589
4		General Maintenance of mail machine and tabber	20071001	20071001 20080930 163485	163485
, , , , , , , , , , , , , , , , , ,	ANCE FOR HR		20081001	20090930 702574	702574
5423500 COMP (HR) 5423500 Hyena VR 5 2 5423500 Informix Client SDK Registers 5481000 Action Personnel Contract Er 5481000 ALLIED CONSULTANTS 5481000 Contract Employees for Adm 5481000 Software Support for Special	I/UPDATE FEE FOR WORKMANS				
5423500 Hyena VR 5 2 5423500 Informix Client SDK Registers 5481000 Action Personnel Contract Er 5481000 ALLIED CONSULTANTS 5481000 Contract Employees for Adm 5481000 Software Support for Special			20081001	20081001 20090930 706712	706712
5423500 Hyena VR 5 2 5423500 Informix Client SDK Register 5481000 Action Personnel Contract Er 5481000 ALLIED CONSULTANTS 5481000 Contract Employees for Adm 5481000 Software Support for Special	8	Software Maintenance Hyena VR 5.2 Maintenance and			,
5423500 Informix Client SDK Registers 5481000 Action Personnel Contract Er 5481000 ALLIED CONSULTANTS 5481000 Contract Employees for Adm 5481000 Software Support for Special	_	Jpgrades	20080801	20090731	703362
5423500 Informix Client SDK Registers 5481000 Action Personnel Contract Er 5481000 ALLIED CONSULTANTS 5481000 Contract Employees for Adm 5481000 Software Support for Special	8	Software Maintenance Informix Client SDK registered user -			
5481000 Action Personnel Contract Er 5481000 ALLIED CONSULTANTS 5481000 Contract Employees for Adm 5481000 Software Support for Special		E2DDQLL 1 license	20080201	20080201 20090131 407754	407754
5481000 Action Personnel Contract En 5481000 ALLIED CONSULTANTS 5481000 Contract Employees for Adm 5481000 Software Support for Special		Contract Employees for Desktop and Network			
 		Request pulled per Mr Crane	20081001	20090930	400871
- 	0	CONTRACT EMPLOYEES FOR IT DEPARTMENT (CCM)			
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		Request pulled per Mr Crane	20081001	20081001 20090930 707121	707121
		Request pulled per Mr Crane	20081001	20090930	703467
	Applications	DISTRICT CLERK, CCMS, IMAGING	20081001	20090930	706508
		and the second section of the second section s			

PEName	Contract Type	Amount
XEROX CORPORATION	MAINTENANCE	\$948,000 00
Bid and Contract Vendor	PROFESSIONAL	\$150,000 00
OPEN SOFTWARE SOLUTIONS INC	MAINTENANCE	\$126,400 00
Bid and Contract Vendor	PROFESSIONAL	\$120,000 00
Description () Appropriate the property of th	SOFTWADE	\$100,000,00
	SOFIWANE	\$100,000 oc
But and Contract Vendor	SOFTWARE	\$85,000,00
SUNGARD BITECH LLC	SOFTWARE	\$80,900 00
STRATUS TECHNOLOGIES	SOFTWARE	\$70,000 00
SUNGARD AVAILABILITY SERVICES LP	PROFESSIONAL	\$68,900 00
PITNEY BOWES	MISCELLANEOUS	\$65,000 00
Bid and Contract Vendor	PROFESSIONAL	\$60,000 00
SUNGARD HTE INC	SOFTWARE	\$56,000 00
NORTHEAST TEXAS DATA CORPORATION, THE	SOFTWARE	\$55,000 00
GILBANE BUILDING COMPANY	PROFESSIONAL	\$50,800 00
HART INTERCIVIC	SOFTWARE	\$50,600 00
COMCAST OF HOUSTON LLC	PROFESSIONAL	\$50,000 00
OPEN SOFTWARE SOLUTIONS INC	PROFESSIONAL	\$50,000 00
IBM CORPORATION	HARDWARE	\$36,000 00
UNIQUE DIGITAL TECHNOLOGY INC	SOFTWARE	\$34,900 00
IBM CORPORATION	SOFTWARE	\$31,400 00
Bid and Contract Vendor	PROFESSIONAL	\$30,000 00
NET MOTION WIRELESS	SOFTWARE	\$30,000 00
AUMTECH INC	SOFTWARE	\$29,500 00
GLOBAL 360 INC	PROFESSIONAL	\$28,100 00
APPRISS INC	SOFTWARE	\$25,900 00
Bid and Contract Vendor	PROFESSIONAL	\$25,000 00
UNIQUE DIGITAL TECHNOLOGY INC	SOFTWARE	\$25,000 00
TEXAS CONFERENCE OF URBAN COUNTIES	PROFESSIONAL	\$21,600 00
TEXAS CONFERENCE OF URBAN COUNTIES	SOFTWARE	\$21,000 00

PEName	Contract Type	Amount
ANI DIRECT NETWORK SECURITY LP	PROFESSIONAL	\$20,000 00
DEVOLVE CORP	PROFESSIONAL	\$18,000 00
INFOSOL INC	SOFTWARE	\$17,100 00
UNIQUE DIGITAL TECHNOLOGY INC	SOFTWARE	\$16,000 00
NORTHEAST TEXAS DATA CORPORATION, THE	HARDWARE	\$15,100 00
Bid and Contract Vendor	SOFTWARE	\$15,000 00
DAISI SYSTEMS AND SERVICES	HARDWARE	\$14,500 00
INFOSOL INC	PROFESSIONAL	\$13,900 00
UNIQUE DIGITAL TECHNOLOGY INC	SOFTWARE	\$13,000 00
HOUSEHOLD DRIVERS REPORT INC	PROFESSIONAL	\$12,500 00
ACCURINT	SOFTWARE	\$12,500 00
CDW GOVERNMENT INC	SOFTWARE	\$12,000 00
INFOSOL INC	MAINTENANCE	\$11,800 00
DEVOLVE CORP	PROFESSIONAL	\$11,000 00
INFOSOL INC	PROFESSIONAL	\$10,800 00
DLT SOLUTIONS INC	SOFTWARE	\$10,700 00
BROUGHTON INTERNATIONAL	SOFTWARE	\$10,400 00
SHI GOVT SOLUTIONS	PROFESSIONAL	\$10,200 00
Bid and Contract Vendor	PROFESSIONAL	\$10,000 00
EXPRESS SERVICES INC	PROFESSIONAL	\$10,000 00
Bid and Contract Vendor	SOFTWARE	\$10,000 00
EASTMAN KODAK CO	SOFTWARE	\$9,400.00
AIMS COMPANY AND ASSOCIATES	SOFTWARE	\$8,500 00
FRONTRANGE SOLUTIONS INC	SOFTWARE	\$8,500 00
GHG CORPORATION	SOFTWARE	\$8,000 00
AMHERST TECHNOLOGIES	SOFTWARE	\$7,300 00
ACTIVE NETWORK INC, THE	PROFESSIONAL	\$7,200 00
NETFORMX	SOFTWARE	\$7,000 00

PE Name	Contract Type	Amount
ACCUDATA SYSTEMS INC	HARDWARE	\$6,700 00
ACCUDATA SYSTEMS INC	SOFTWARE	\$6,600 00
CITRIX SYSTEMS INC	PROFESSIONAL	\$6,300 00
NORTHEAST TEXAS DATA CORPORATION, THE	SOFTWARE	\$6,100 00
XEROX CORPORATION	SOFTWARE	\$6,000 00
ACS GOVERNMENT SYSTEM INC	MAINTENANCE	\$5,800 00
MTM TECHNOLOGIES (TEXAS) INC	PROFESSIONAL	\$5,800 00
ACS GOVERNMENT SYSTEM INC	SOFTWARE	\$5,800 00
IBM CORPORATION	SOFTWARE	\$5,600 00
SYNERGY SOFTWARE TECHNOLOGIES	PROFESSIONAL	\$5,500 00
INFOSOL INC	SOFTWARE	\$5,500 00
EASTMAN KODAK CO	PROFESSIONAL	\$5,300 00
AUMTECH INC	PROFESSIONAL	\$5,200 00
CUSTOMIZED SUPPORT SERVICES INC	PROFESSIONAL	\$5,200 00
ANSWERING SPECIALISTS INC	PROFESSIONAL	\$5,000 00
STENOGRAPH LLC	SOFTWARE	\$5,000 00
SOLAR WINDS NET INC	PROFESSIONAL	\$4,400 00
CUSTOMIZED SUPPORT SERVICES INC	SOFTWARE	\$4,300 00
DALLAS COMPUTER SERVICES INC	PROFESSIONAL	\$4,000 00
LIEBERMAN AND ASSOCIATES	SOFTWARE	\$4,000 00
Bid and Contract Vendor	PROFESSIONAL	\$3,600 00
TRAVIS SOFTWARE CORP	MAINTENANCE	\$3,400 00
HARRIS COUNTY JIMS	SOFTWARE	\$3,300 00
NORTHPOINTE INSTITUTE FOR PUBLIC MANANAGEMENT INC	PROFESSIONAL	\$3,100 00
STENOGRAPH LLC	MAINTENANCE	\$3,000 00
ON GLOGO SWEETSVS INCOLS	H A A A L H C O	43 000 00
STRUTT STSTEMS GROOT INC	SOL I WANE	200,00
BINDVIEW CORP	PROFESSIONAL	\$2,900 00
SUNGARD BITECH LLC	SOFTWARE	\$2,700 00
XEROX CORPORATION	SOFTWARE	\$2,600 00

PEName	Contract Ivbe	Amount
BIDDLE CONSULTING GROUP INC	PROFESSIONAL	\$2,500 00
AMHERST TECHNOLOGIES	SOFTWARE	\$2,500 00
MICRO FOCUS (US) INC	SOFTWARE	\$2,500 00
IBM CORPORATION	PROFESSIONAL	\$2,300 00
NORTHEAST TEXAS DATA CORPORATION. THE	SOFTWARE	\$2,200 00
CALENCE LLC	MAINTENANCE	\$2,100 00
INFOSOL INC	SOFTWARE	\$2,100 00
CONTRACT SUPPORT SERVICES INC	PROFESSIONAL	\$2,000 00
KOMMAR SOLUTIONS INC	PROFESSIONAL	\$2,000 00
PRINTECH INC	PROFESSIONAL	\$2,000 00
PRINTECH INC	PROFESSIONAL	\$2,000 00
CDW GOVERNMENT INC	SOFTWARE	\$2,000 00
CITATION SOLUTIONS INC	SOFTWARE	\$2,000 00
STROHL SYSTEMS GROUP INC	SOFTWARE	\$2,000 00
VERISIGN INC	SOFTWARE	\$2,000 00
INFOSOL INC	SOFTWARE	\$1,800 00
IBM CORPORATION	SOFTWARE	\$1,700 00
ACTIVE NETWORK INC. THE	PROFESSIONAL	\$1,600 00
BINDING SYSTEMS OF TEXAS	MAINTENANCE	\$1,500 00
NORTHEAST TEXAS DATA CORPORATION, THE	SOFTWARE	\$1,500 00
INFOSOL INC	SOFTWARE	\$1,300 00
ACCUDATA SYSTEMS INC	SOFTWARE	\$1,100 00
IPSWITCH	SOFTWARE	\$1,000 00
VERISIGN INC	SOFTWARE	\$1,000 00
MICROSOFT CORPORATION	HARDWARE	\$900 00
XEROX CORPORATION	SOFTWARE	\$300 00
PC WEATHER PRODUCTS	PROFESSIONAL	\$800 00
EDP SYSTEM SERVICES INC	SOFTWARE	\$700 00
GIGATRON SOFTWARE CORPORATION	SOFTWARE	\$700 00
VOICE4NET COM	PROFESSIONAL	\$600 00
ADVANTAGE SOFTWARE INC	SOFTWARE	\$600 00
IBM CORPORATION	SOFTWARE	\$600 00

	Contract Type	Amount
SUNGARD BITECH LLC	SOFTWARE	\$600 00
PITNEY BOWES	MAINTENANCE	\$500 00
BIDDLE CONSULTING GROUP INC	PROFESSIONAL	\$500 00
MICRONICHE INC	PROFESSIONAL	\$500 00
SYSTEMTOOLS SOFTWARE INC	SOFTWARE	\$500 00
IBM CORPORATION	SOFTWARE	\$200 00
ACTION PERSONNEL INC	PROFESSIONAL	\$0 00
ALLIED CONSULTANTS INC	PROFESSIONAL	00 0\$
ANN BEST ELITE TEMPORARIES INC	PROFESSIONAL	\$0 00
MAKE IT COMPLETE COM	PROFESSIONAL	\$0 00
Additional programme of the second se		
	1	
		\$3,152,400 00

AGENDA ITEM #19

On this the 8th day of March, 2011, the **Commissioners' Court of Galveston County**, **Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge; Patrick F. Doyle, Commissioner, Precinct No. 1; Kevin O'Brien, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

An Order Designating the First Floor Lobby of the Galveston County Courthouse, 722 Moody, Galveston, Texas as the Location for Conducting Sheriff's Sales and Non-Judicial Foreclosures.

Be it Ordered as Follows:

That masmuch as the Commissioners' Court of Galveston County is currently holding its weekly meetings and workshops on each Tuesday of the month and masmuch as conducting Sheriff's Sales and Non-Judicial Foreclosures in the same location could prove to be problematic, pursuant to Texas Property Code §51 002 and Texas Tax Code §34 01 (r) the Commissioners' Court designates the following location, to-wit

First Floor Lobby Galveston County Courthouse 722 Moody (21st Street) Galveston, Texas 77550

as the location for the conduction of sheriff sales and also for the conduction of non-judicial real property foreclosures such as powers of sale conferred by a deed of trust or other contract lien beginning with sales being conducted in May of 2011

Be it Further Ordered that the posting of the notices required under Texas Tax Code $\S34~01$ (h) and the posting of the notice required under Texas Property Code $\S51~002$ (b) (1) be conducted at the following location

Display Case adjacent to the Courthouse Door (South Entrance)
County Courthouse
722 Moody (21st Street)
Galveston, Texas 77550

Be it Further Ordered that a copy of this Order be placed in the real property records of the Office of the County Clerk, that a second copy of this Order be furnished to the Sheriff, that a third copy of this Order be prominently displayed where foreclosures and tax sales were previously conducted at the Commissioners' Court Courtroom, a fourth copy of this Order be posted on the County Clerk's website and that a fifth copy be distributed to members of the Galveston County Bar Association

Be if Further Ordered that the Order heretofore passed by this Court at its meeting held on October 31, 2007 be rescinded by this Order once the May sales have been conducted

Be it Further Ordered that this Order shall become effective immediately upon its passage subject to the exceptions set forth in the immediately preceding paragraph

 $\textbf{Upon Motion Duly Made and Seconded, the Above Order} \ \ \text{was unanimously passed on this the 8th day of Maich, 2011}$

County of Galveston, Texas

By: 1000 / // // Mark Henry

County Judge

Dwight D. Sullivan

County Clerk

Depts/Commissioners Court/Resolution/Foreclosure Postings 2011



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County of Galveston, Texas

Mark Henry

County Judge

Dwight D. Sullivan County Clerk

Depts/Commissioners Court/Resolution/Foreclosure Postings 2011

FILED AND RECORDED

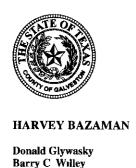
OFFICIAL PUBLIC RECORDS

March 08, 2011 04 50 08 PM

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Dwight D Sullivan, County Clerk Galveston County, TEXAS

AGENDA ITEM #20



Myrna S Reingold

Galveston County Legal Department

COUNTY COURTHOUSE 722 MOODY 5th FLOOR GALVESTON, TEXAS 77550-2317

Galveston Line (409) 770-5562

Houston Line (281) 316-8300

Fax Line (409) 770-5560

February 23, 2011

Hon Mark Henry, County Judge Hon County Commissioners Galveston County Galveston County Courthouse 722 Moody, Suite 200 Galveston, Texas 77550

Re County Construction Contracts E-Verify Requirements

Gentlemen

This letter is to request that you insert the requirement of having contractors and subcontractors who enter into future construction contracts with the County utilize E-Verify to confirm employment eligibility of their employees E-Verify is an internet based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from the U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility

The Immigration Reform and Control Act (IRCA) of 1986 prohibits employers from knowingly hiring illegal workers. To comply with this law, employers must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9

While the Form I-9 requires employers to collect information, until E-Verify there was no way for employers to verify that the information their employees provided was valid or that the documents presented were genuine

Galveston County currently utilizes E-Verify on its new hires

If you are receptive to this request, we suggest the following language be inserted as Paragraph 32 (A) of the General Conditions used by the Facilities Department in their construction contracts and by the County Engineer in a comparable place in his construction contracts

32 (A) Employment Verification.

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9 In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of \$60 00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition

Your favorable consideration of this request is appreciated

Sincerely yours,

Harvey Bazaman

Galveston County Legal Dept

Cc Mike Fitzgerald Dudley Anderson Charles Langford

AGENDA ITEM #21a

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS
COUNTY OF GALVESTON

, Patrick F. Doyle, as a member of Commissioners' Court of
Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a pusiness entity or in real property that would be affected by a vote or decision of the Commissioners' Court.
(Select One)
The business entity is South Land Title
The real property is
BUSINESS ENTITY CONFLICT
Patrick F. Doyle , (have/has) a substantial interest in this business entity for the following reasons (Check all which are applicable)
Ownership of 10% or more of the voting stock or shares of the business entity.
Ownership of 10% or more of the fair market value of the business entity.
Ownership of \$15,000 or more of the fair market value of the business entity.
) Funds received from the business entity exceed 10% of gross_income for the previous year
A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*(ha	ave/has) a substantial interest in this real property
for the following reasons: (Check all which are ap	,
() Real property is involved and or legal ownership with a fair market value of	have an equitable of at least \$2,500.
() A person related to me in the first degree by come in the real property that would be affected by	• •
Upon the filing of this affidavit with the County Cledecision involving this business entity or the real pratter.	•
Sign	ature of Official Inty Commissioner Precinct 1
Before me, the undersigned authority, on this day and on oath stated that the facts herein above state or belief.	2 2 2 2
* ("I" or name of relative or relationship) ** (my, his, her) *** (I, he, she)	DWIGHT D. SULLIVAN, County Clerk Galveston County, Texas By Mandy Chapman Deputy

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2210 0003 0003-000 R175944	R176944	T	Akın	1		Stephen J		989 Johnson Rd Gilchrist TX 77617	4/16/2010
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Š	Court Action	CCAD Number	Properts	Owner@Last Name	Owner'®First Name	Damaged Properts Address	Presented Offer Date
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200	5/5/2010	3056 7000 0003 000	D217380	Neat		Avenue J Crystal Beach, TX	4/15/2010
6 8	5/5/2010	3955-0000-0000-000	8217307	Heniav	Tenv	1937 Avenue J Crystal Beach, TX 77550	4/15/2010
3 8	5/5/2010	3956 0000-0012-000	R217398	Heniev	Terry	1939 Avenue J Crystal Beach TX 77550	4/15/2010
9	5/5/2010	7335-0003-0001-001	P 293733	Thornton	Jack & Jennie	982 Austin Dr Gilchrist TX 77617	4'27/2010
6	5/12/2010	4107 0000 0021 002	R170402	Wall Jr	CH	955 James Rd Gilchrist TX 77617	4/21/2010
42	5/12/2010	2205 0000 0423 000	R172633	Nguyen	Kim	1023 Mabry Gilchrist TX 77517	4/28/2010
5 6	5/12/2010	1825 0004 0011 000	R176923	Rosales-Motola	Ysidoro	998 Marjone Gilchrist TX 77617	4/27/2010
16	5/12/2010	3276 0001-0033-000	R177332	Cramer	Alan	1140 Faggards Slip Gilchrist TX 77617	4/29/2010
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96	5/12/2010	5010 0000-0016 000	R177964	Mazzu	Thomas J	977 Mazzu St Gilchrist TX 77617	4/28/2010
6	5/12/2010	0064 0073 0000 000	R178142	Sartweile	Charlie	1720 Hwy 87 Glichrist TX 77617	4/15/2010
88	5/12/2010	4050 0000 0336-000	R179213	Mulins	Katherre J & Robert W	2596 Holiday Crystal Beach TX 77650	4/26/2010
66	5/12/2010	4050 0000 0337 000	R179214	Baker	John R	2590 Holiday Dr Crystal Beach TX 77650	4,26,2010
100	5/12/2010	4050 0000-0339 000	R179215	Gohas	Joe	2584 Holiday Crystal Beach TX 77650	4/25/2010
101	5/12/2010	4467 0001 0001 000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	4/26/2010
102	5/12/2010	4467 0002 0001 000	P179240	Forey	Richard	3264 Pridesway Crystal Beach TX 77650	4/27/2010
1 03	5/12/2010	4190 0004 0027-000	P179429	Mullins	Katherine J & Robert W	968 Stingaree Dr Crystal Beach TX 7765C	4/26/2010
<u>1</u>	5/12/2010	5335-0000 0006 000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	4′28/2010
105	5/12/2010	6363 0001 0007 000	R180300	Condts	EG Jr	3550 Smiths Point Crystal Beach TX 77650	4/28/2010
106	5,12/2010	6363-0001 0009 000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	4,29,2010
107	5/12/2010	6275 0001 0012 000	R180414	Siem	Joan	2340 Trinidad Crystal Beach TX 77650	4/26/2010
108	5/12/2010	0008 0010 0000 000	R181373	Anderson	Martha E	962 Martha's Vineyard Ln Gilchrist TX 77617	4/25/2010
9	5/12/2010	3209 0000 0212-000	R216218	Ballew	Mike & Margo	1342 Emerald Dr. Crystal Beach, TX 77650	4/26/2010
2	5/12/2010	3201 0003 0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	4/23/2010
Ē	5/12/2010	5655-0001-0017-000	R217948	Prosl	Theodore	1990 Gulf Rd Crystal Beach TX 77650	4/22/2010
12	5/19/2010	4107-0000-0008-000	R170388	Randall	Lionei	987 Cade St Glichrist TX 77617	4/29/2010
113	5/19/2010	1204-0000-0009-000	R172193	Shell's Gilchnst House	Kocurek Scott L & Michelle	2670 Hwy 87 Gilchrist TX 77617	4/28/2010
114	5/19/2010	2205-0000-0126-000	R172351	Berry	Yvonne	1413 Van Sant Gitchnst TX 77617	5/3/2010
115	5/19/2010	2205-0000-0447-000	R172655	Boudreaux		1118 Mabry Glichrist TX 77617	5/1/2010
116	5/19/2010	0054-0003-0000-000	R173798	Bauer	& Gait E	990 Gordon Dr Caplen TX 77617	4/30/2010
117	5/19/2010	0064-0049 0000-000	R176666	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	5/4/2010
118	5/19/2010	1590 0002 0021-000	R176684	Minocchi	Marjannie	1014 Deens St Gilchrist TX 77617	5/11/2010
119	5 19/2010	2210 0002-0011-000	R176937	Wells	chard	1362 Kerth Ave Gilchrist TX 77617	5/11/2010
120	5,19/2010	2210 0003-0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	4′28′2010
121	5/19/2010	2958-0001-0008 002	R177259	Atkınson	John S	988 Kirks Rd Gilchrist TX 77617	4/22/2010
122	5/19/2010	2958 0001 0009-002	P177261	Clark	Rons & Barbara	992 Kirk Rd Gichnst TX 77617	5/4/2010
123	5/19/2010	3276-0001-0025-000	R177324	Meadows	Воръуј	1112 Faggard Slip Rd Gilchrist TX 77617	5,44,2040
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L	To los	.,,	Profesty				Presented
No	Date	GCAD Number	10	Owner's Last Name	Owner & First Name	Damaged Property Address	Offer Date
124	5/19/2010	3585-0015 0004-000	R177548	Shorika	Frank	990 Kirkpatrick Gilchrist TX 77617	5/4/2010
125	5/19/2010	3585-0020-0006-001	R177781	Robbins	Cliff	983 French Road Gilchrist TX 77617	57/2010
126	5/19/2010	5010-0000-0019-000	R177967	Mazzu	& Anna M	989 Mazzu St Gilchrist TX 77617	4/29′2010
127	5/19/2010	1067 0000 0080-000	R178467	Harvey-Schneider	Mary N & Kenneth	865 Alberdie Dr. Crystal Beach TX 77650	5/5/2010
128	5/19/2010	3075 0000-0015-000	R178531	Frost	Jack	2389 Sand Drift Crystal Beach TX 77650	5/7/2010
129	5/19/2010	4050-0000 0204-000	R179087	Gaspard	Norman & Regina	2601 Breaker Crystal Beach TX 77650	5/11/2010
Įę	5/19/2010	6270 0001-0013-000	R180356	Hatch	Sherrye	3184 Gulf Castle Crystal Beach, TX 77650	4,14,2010
= =====================================	5/19/2010	6550-0006 0016-000	R186432	Nichols	H G , Sr estate of R Allan	3594 Tarpon Way Crystal Beach TX 77650	5/7/2010
2	5/19/2010	5134-0000-0015-000	R214294	Quinn	Robert G	1390 Gulf Crystal Beach TX 77650	5/8/2010
133	5/19/2010	3200-0000 0210 000	R216216	Burgess	James C & Irene A	1346 Emerald Dr. Crystal Beach, TX, 77650	4/29/2010
134	5/19/2010	3200-0000 0293-000	R216295	Unruh	James & Eulaha	803 Surfview Emerald Beach, TX 77650	5/11/2010
135	5/19/2010	3200 0000-0295-000	R216297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	5/7/2010
33	5/19/2010	3200-0000-0463-000	R216444	Lees	William	1320 Emerald Dr Crystal Beach TX 77650	51712010
2 2	E/25/2010	373年からいいのはればい	D172454	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1.1058 4th Street Gilchrist 7X 77617>	5/12/2010
2 8	2/20/2012	ADDE DOOR DOOR THOSE	DITTEROR	Homento	では かいれる ・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	1971 Jean Ave Gilchrist TX: 77617 Co	5/9/2010
	2/20/20/20	agen Anna Angle and	1	Carthon	of R. I real Services		5/11/2010
2	0107/97/6	000-100-2000-0002				19XX Wieher Rd Gilthing TX 77617	5/7/2010
≩ :	2/20/2010	CONTRACTOR CONTRACTOR			Mersk & Carolline	Active & Carolino	5/8/2010
=	DTD7/07/c	SOCIONAL PROPERTY			Dorothy A	2480 Coults Point (Notes Report 1X 77650	5/10/2010
145	0102/02/6	2002-1001-1001-1001-1001-1001-1001-1001	TOPPOSTO		Ϊ,	Ston Brense (Freez Reach 18 776-0	5/12/2010
45.	2/2D/2010	St do-court interest	DK INTO	1975 18 - 1975 18 - 1975		Proof Athena I Prefit Boath TV 775CO	5/7/2010
<u> </u>	5/26/2010	3755-0001-0004-000	IK216/6/	MacMaran	raultia	AND AND AND AND AND AND AND AND AND AND	5/11/2010
145	5/26/2010	3958-0000-0016-000	R217402	Donlap	\$ - 8 - 8 - 8 - 8 - 8 - 8 - 8 - 8 - 8 -	1949 Avelides Crystal deach 17 7 7000	37 44 50010
146	5/26/2010	5655-0001-0001-004	H217945	WacMillan 🥳 🛴	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	1840 Gulf Shores Dr Crystal Beach Tx 77650	5/7/2010
<u>+</u>	5/26/2010	6280-0010-0003-000	R218027	Windmeyer	Don & Susan	1768 Redfish in Crystal Beach TX 77650	5/12/2010
2	5/26/2010	6180-0000-0052-000	R303823	Hebert v v v v v v v v v v v v v v v v v v v	CHA	1126 Rollover Citcle, Gitchrist, TX, 77617	5/11/2010
149	5/26/2010	7338-0000-0001-004	R363829	Selcer	Tobras & Amanda * 7	993 Butterfield Githrist TX 77617	5/11/2010
150	6/2/2010	4,07 0000 0020 000	R170400	Galewsky	Наггу	958 James Rd Gilchrist TX 77617	5/19/2010
3	8/2/2010	1590 0002 0016 000	R176680	Todd	Laura Ann & Monroe Lee	1038 Deens St Gilchrist TX 77617	5′14/2010
32	6/2/2010	1825 0002 0004-001	R176880	Beerer	Larry D	970 Dolly St. Gilchrist TX 77617	5/18/2010
E	8/2/2010	1825-0003 0003-002	R176901	Finley	Larry Carolyn	970 Jean St Gilchrist TX 77617	5/3/2010
	6/2/2010	1825 0003-0006-000	R176903	Serafino	Aless Ann Isbell	976 Jean St Gilchrist TX 77617	5/14/2010
55	6/2/2010	2210 0001 0000-000	R176929	Blackwell	Daniel	968 Johnson Rd Gilchrist TX 77617	5/13/2010
156	6/2/2010	2957-0003 0007-001	R177232	Kaleta	Richard & Teresa	974 Mae St Gilchrist TX 77617	5/18/2010
157	6/2/2010	3276 0003-0009-000	R177404	Hellinger	Charles N	1048 Waco Gilchrist TX 77650	5'14 2010
158	6/2/2010	1585 0008 0000-007	R177504	Haddox	Ronald & Anna Lee	978 Katy St Gilchrist TX 77617	5/11/2010
159	6/2 2010	3586 0025 0006 000	R177591	Bieligk	M chael	983 Bos Rd Gilchrist TX	5112 2010
1 2	67272010	4 10 400, 0005 000	P177841	Marcon	Heward Anthony Sandry	977 S Deens St Gilchrist TX 77617	1s, 1,20 0

No	Court Action Date	GCAD Number	Property ID	Owner@Last Name	Owner@First Name	Damaged Property Address	Presented Offer Date
161	6/2/2010	3075-0000-0006 000	R178520	Radley	Don/Radley Family LP	2402 Sand Drift Ln Crystal Beach TX 77650	5'18 2010
162	6/2/2010	5135 0000 0042-000	R179476	Hanson, Todd	Beachrock Trust	865 Meynig Dr Crystal Beach TX 77650	5'10'2010
163	6/2/2010	1845-0002 0016 000	R214539	Cramer	Afan	1848 Pompano Crystal Beach TX 77650	5/19 2010
164	6/2/2010	1845-0003-0004-000	R214556	Denena	Johnny	1800 Redfish Lane Crystal Beach, TX 77650	5/17/2010
165	6/2/2010	1865 0000 0143-000	R214719	Hulsey	LMH Trust	819 East Rd Crystal Beach TX 77650	5/13/2010
156	6/2/2010	6280 0010-0001 000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	5/14/2010
167	6/2/2010	6280 0010 0006-000	R218031	Rogers	Douglas	1782 Redńsh Ln Crystal Beach TX 77650	5/21/2010
168	6/2/2010	7315 0000-0049-000	R218272	Langtree	John A	830 Alma Ln Crystal Beach, TX 77650	5/20/2010
169	6/2/2010	3276 0001 0070-001	R381412	Forsythe	Sallie & Jessie	1275 Faggards Shp Gilchrist TX 77617	5,13/2010
170	6/9/2010	2205 0000-0197-000	R172421	Wheeler	Eileen	1071 Van Sant Gilchrist TX 77617	5/25/2010
171	6/9/2010	4040 0000 0026-000	R172894	Harwell	Michael	2552 Hwy 87 Gilchrist TX 77617	5/19/2010
172	6/9/2010	4040 0000-0031-000	R172899	Stronach	Donald A & Marjone A	2548 Hwy 87 Gilchrist TX 77617	5,26/2010
173	6/9/2010	2210-0002 0007 000	R176935	McAbee	David	1376 Keith Ave Gilchrist TX 77617	5'18/2010
174	6/9/2010	2955 0002-0013 000	R177099	Fuselier	Harold & Elame	977 Bay St Glichrist TX 77617	5,24,2010
175	6/9/2010	4660 0018 0009 000	R177938	Johnston	Irwin B	989 Daigle Dr Gilchrist TX 77617	5/26/2010
176	6/9/2010	5670 0000-0176 000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	5/21/2010
177	6/9/2010	7120-0002 0028-000	R180786	Arisco	Ida Joyce	915 Driftwood Dr Crystal Beach TX 77650	5/25/2010
178	6/9/2010	3201 0013 0214-000	R216693	Cribbs	C Haden, Jr	2023 Lakeview Dr. Crystal Beach TX 77650	5/25/2010
179	6/9/2010	3201 0013 0215-000	R216695	Cribbs	C Haden, Jr	2025 Lakeview Dr. Crystal Beach, TX 77650	5 25,2010
180	6/9/2010	6280-0010-0004-000	R218029	Umstead	Billy J & Yoriko	1774 Redfish Ln Crystal Beach TX 77650	5/24/2010
181	6/9/2010	7336 0000-0001-003	R363828	Escagne	Allen H	997 Butterfield Ln Gilchrist TX 77617	5′25/2010
182	6/16/2010	1640-0000-0001-000	R170266	Kennett	Lyn Puland ''	937 James Rd Gilchrist TX 77617	5/27/2010
<u>2</u>	6/16/2010	2119-0600-0003-001	R170357	\$170357 Maynard	Glenda W.	846 Miami Gilchrist TX 77617	5/26/2010
<u>\$</u>	6/16/2010	4040-0000-0022-000	R172890	172890 (Martino.	Joseph	2518 Hwy 82 Glichrist TX 77617	5/25/2010
185	6/16/2010	1610-0001-0017-000	R176782	Beastey	Williams	1965 Hwy 87 Glichrist TX,776517	6/8/2010
186	6/16/2010	1635-0000-0080-000	R176864	Bristow	Marvin E & Patricia 👙	1048 Beachfront Rd Glichnst TX	6/2/2010
187	6/16/2010	2955-0002-0007-000	R177091°	Johnson 🚓 🐧 🎺	Larry W	1982 Gayle St Gilchrist TX 77617	5/25/2010
188	8/16/2010	2957-0002-0016-000	R177219 Goss	, , , , , , , , , , , , , , , , , , ,	Randall & Lynvia	989 Margaret Glichrist TX 77617	5/27/2010
189	6/16/2010	3585-0613-0004-000	R177531	Kurtin	Mark & Deboratr	988 Faggards Slip Glichrist TX 77617	6/8/2010
98	6/16/2010	3587-0014-0008-000	R177720	McNefft-Hermey	Stephadie & Julia-Chris	11029 GUIF Supply Rd GIKINdst TX 77617	5/29/2010
191	6/16/2010	6182-0000-0001-000	R178116	Brown *	Clirt Wayne	1047 Joy St Gilchrist TX 77617	6/8/2010
192	6/16/2010	7336-0000-0004-001	R178203	Tabor .	Richard F. & Arma J.	997 Geary St Glichrist TX, 77617	5/31/2010
193	6/16/2010	7120-0012-0003-000	R181015	Smales	Fred	2824 Tradewinds Crystal Beach TX 77650	6/2/2010
194	6/15/2010	1865-0000-0128-001	R214690	Hogan	Claudine	11114 Gulfview Dr Crystal Beach TX 77650	5/26/2010
195	6/16/2010	2673-0000-0005-000	R215694	Casey	Mary	1246 Gulf Rd Crystal Beach TX 77650	5/26/2010
196	6/16/2010	1251-0000-0004-000	R502584 Harrison	Harrison	T.W.	2463 Audubon Ave Gilchrist TX 77617	5/28/2010
197	6/16/2010	1252-0000-0001-000	R512292 Harrison	Harrison	TW	2502 Auduban Ave Gilchrist TX 77617	5/28/2010

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	Date	GCAD Number	riopeicy ID	Owner & Last Name	Owner@First Name	Damaged Property Address	Offer Date
Г	6/30/2010	1640-0000-0002-000	R170267	Polk	Carol J	945 James Rd Gilchrist TX 77617	6/7/2010
	8/30/2010	2205-0000-0186-000	R172411	Brumfield	Raiph Neil & Mary Ann	1123 Van Sant Gilchrist TX 77617	6/4/2010
Т	6/30/2010	4040-0000-0029-000	R172897	Duplantis	Stephen	2570 Hwy 87 Guchrist TX 77617	5/26,2010
Г	6/30/2010	1610 0001-0014-000		Black	Janie & Bradley	1026 Dolphin Gilchrist, TX 77617	6/10/2010
Т	6/30/2010	2957-0001-0003 000	R177199	Weatherall	Marguerita	990 Margaret St Gilchrist TX 77617	6/7/2010
T	6/30/2010	4110-0001 0012-000	R177847	Gressett	Bea	986 Deens St Gilchrist TX 77617	6/1/2010
Т	6/30/2010	4315-0001-0003-000	R177907	Arnold	Jim H & W E	989 Pontiff St Gilchrist TX 77617	6/8/2010
Т	6/30/2010	5010-0000-0006-000	R177955	Emerald	A John	977 Elsie St Gilchrist TX 77617	6/2/2010
206	6/30/2010	6182-0000-0024-000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6/10/2010
Т	6/30/2010	0064-0085-0000-000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1/2010
Т	8/30/2010	7335-0002-0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	6/2/2010
_	6/30/2010	1067 0000-0091-000	R178477	Bergh	Stephen S	2120 Gulf St Crystal Beach TX 77650	6/3/2010
210	6/30/2010	5135-0000-0044-000	R179478	McCarroll	Celeste	845 Meynig Dr Crystal Beach TX 77650	6/6/2010
211	6/30/2010	6363-0001-0012-000	R180305	Knight	Marc & Carole	3500 Smiths Point Crystal Beach, 7X 77650	6/17/2010
212 6	6/30/2010	5960-0475-1017-001	R207967	Beavers	Billy & Marie	1913 Galveston Alley Port Bolivar, TX 77650	6/18/2010
213	6/30/2010	3200-0000-0127-000	R216136	Mackowski-Tomberlin	Вопла	1352 Emerald Dr Crystal Beach TX 77650	5/27/2010
214	6/30/2010	3200-0000-0213-000	R216219	O'Sullivan	Janette	1340 Emerald Crystal Beach TX 77650	6/2/2010
_	8/30/2010	3755-0002-0018-000	R216790	Buntin	Robert R	1981 Avenue J Crystal Beach TX 77650	6/4/2010
216	6/30/2010	3956-0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	6/10/2010
217	6/30/2010	3760-0002-0064-001		Кијаwа	Linda	803 Kahla St Crystal Beach, TX 77650	6/3/2010
218 7	7/7/2010	4215-0000-0008-000	R125377	Bank of American Home Loan Servicing LP	Servicing LP	16905 Jamaica Beach Rd Jamaica Beach, TX 77554	4/20/2010
219	7772010	2205-0000-0526-000	R172735 Rogers	Rogers	Mary	1512 Mabry Glichrist TX 77617	6/11/2010
Т	7/7/2010	4040-0000-0021-000	R172889	Cramer	Alan	2512 Hwy 87 Gilchrist TX 77617	6/17/2010
Т	77772010	1610-0001-0012-000	R176777	Beasley	William E	1034 Dolphin St Glichtist TX 77617	6/17/2010
222	7/7/2010	2210-0004-0007-001	R176966	White	Harold	986 Jahnson Gilchrist TX 77617	6/16/2010
T	7/7/2010	2935-0000-0010-000	R177071	Sayre,	George A & Connie M	997 Bluestem Gilchrist TX 77617	6/21/2010
224	7/7/2010	2956-0002-0005-000	R177133	01052	Emeric *	1020 N Gayle St Gilchrist TX 77617	6/22/2010
225	7/7/2010	2958-0002-0006-000	R177269	Wallet	Cecil	978 Church St Glichrist, TX 77617	5/25/2010
226 7	7/7/2010	3276-0002-0026-000	R177382	McCall	Kenneth Lee	1115 Faggards Slip Rd Gilchrist TX 77617	6/20/2010
7227	7/7/2010	3585-0005-0000-001	R177493 Kent	Kent	Jan	987 Weber Gilchrist TX 77617	6/21/2010
Γ	71712010	0064-0091-0000-000	R177852	роом	Terry	1728 Hwy 87 Gilchrist TX 77617	6/24/2010
229 7	7/7/2010	0064-0095-0000-000	R177853	Baccigalopi	Ted & Marcella	1794 Hwy 87 Glichrist, TX 77617	6/16/2010
230 7	7/7/2010	6180-0000-0095-000	R178107	Rayburn	Michael G. & Alberta A	1039 Roffover One Gilchrist TX 77617	6/9/2010
1	7/7/2010	6040-0000-0032-000		Meaux	David	2900 Tropicana Dr Crystal Beach TX 77650	6/16/2010
232 7	717/2010	6363-0001-0013-000	R180306	Colden	James 5	3490 Smiths Point Crystal Beach, TX 77650	6/17/2010
233 7	7/7/2010	7120-0007-0007-000	R180961	Carver	David	2771 Tradewind Ln Crystal Beach,TX 77650	6/21/2010
234 7	7/7/2010	2670-0000-0033-000	R215566	Greenwood	Michael E	854 Buell Crystal Beach TX 77650	6/15/2010

ડું	GCAD Number	Property ID	Owner@Last Name	Owner@First Name	Damaged Property Address	Presentrd Offer Date
	3201-0002-0044-000	R216551	Palmer	Charles D & Brenda S	800 Eastwew Crystal Beach TX 77650	6/15/2010
-	3956-0000-0004-000	R217390	Andrus	Jay L	1942 Avenue J Crystal Beach TX 77650	6/19/2010
7	7315-0000-0003-000	R218244	Staib	Allan	827 Alma Crystal Beach, TX 77650	6/17/2010
	7315-0000-0005-000	R218246 Driscoll	Driscoll	Stephen	835 Alma Crystal Beach TX 77650	6/1/2010
	7120-0007-0008-000	R434029		David	2773 Tradewind Ln Crystal Beach, TX 77650	6/21/2010
	ŀ	R170271 Lopez	Lopez	Hita	950 Linn Gilchnst TX 77617	7/13/2010
	1	R170356	Drago Realty Associates	Joseph P Drago	850 Miami Gilchrist, TX 77617	7/13/2010
	1204-0000-0010-000	R172194	Kantis	Dean A	2680 Hwy 87 Glichrist,TX 77617	7/6/2010
	1204-0000-0021-000	R172205	Grossi	David	2762 Hwy 87 Gilchrist TX 77617	6/24/2010
	2205-0000-0009-000	R172239	Barnes	Diana	1058 Pennington Gilchrist TX 77617	6/30/2010
	4040-0000-0011-000	R172879	Cessac	Freddy R & Theta D	2444 Hwy 87 Gilchrist TX 77617	7114/2010
ł.	4040-0000-0013-000	R172881	Kanths	Dean A	2460 Hwy 87 Gilchrist, TX 77617	7/6/2010
ı.	1590-0002-0022-000	R176685		Dwain M	1008 Deens Glichrist TX 77617	7/2/2010
1	1635-0000-0064-000		Cormier	Andrew	1110 Beachfront Gilchrist,TX 77617	7/13/2010
1	2955-0002-0008-000	R177092	Cacloppo	Mary Jo	976 Gayle St Gilchrist TX 77617	7/13/2010
1	2956-0002-0008-000	R177136		Jackie & Carolyn	1010 Gayle St Gilchrist TX 77617	6/24/2010
4	2956-0003-0008-002	R177153	Werner	Kenneth	1008 Margaret Rd Gilchrist TX 77617	7/13/2010
1	2957-0002-0001-000	R177205	Summers	Betty	993 Margaret Rd Gilchrist TX 77617	7/13/2010
•	3585-0012-0000-002	R177525	Garcia	Mary C & Cathy	981 Faggards Rd Gilchrist TX 77617	6/8/2010
l l	3586-0023-0004-000	R177578	McCafl, Jr.	Leroy	987 Evans Gilchrist TX 77617	6/21/2010
1	3586-0023-0006-000	R177580	McCall, Jr	Leroy	979 Evans Gilchrist TX 77617	8/21/2010
l	3587-0014-0009-000	R177721	Randall	Mary	1033 Gulf Supply Rd Gilchrist TX	7/13/2010
	3587-0014-0011-000	R177722	Howard	John	1039 Guff Supply Rd Glichrist TX 77617	7/13/2010
ł.	3587-0021-0028-000	R177799 Wang	Wang	Niki	1080 Blacks Slip Gilchrist TX 77617	6/22/2010
1	7336-0000-0013-000	R178213	Cramer	Alan	993 George St Glichrist, TX 77617	6/25/2010
1	4050-0000-0019-000	R178920 Hodge	Hodge	Charles W	945 Gulf Rd Crystal Beach, TX 77650	7/13/2010
1	4050-0000-0332-000	RI79209	Bland	Juliet & Steve	2612 Holiday Dr Crystal Beach TX 77650	6/28/2010
,	6285-0000-0008-000	R180090	R180090 McFerrn(Tim Properties LLC) Tom	Tom	2698 Gillespie Crystal Beach, TX 77650	6/29/2010
I.	5960-0350-0015-000	R207219	Desormeaux	Larry J	1404 Front Ave Port Bolivar, TX 77650	7/14/2010
ŀ	5960-0450-1003-001	R207888	Carter	Daniel	1810 Houston Alley Port Bolivar TX 77650	6/23/2010
1	6280-0014-0009-000	R218058	LaGrappe	Bryan	841 Trout Blvd Crystal Beach TX 77650	7/14/2010
1	6180-0000-0051-000	R303824	-	M.A	1128 Rollover Cr Gilchrist TX 77617	7/14/2010
ı	4109-0000-0002-000	R170310	Hidalgo all	Robert A	955-Smith Rd Gilchrist TX 77617	7/14/2010
1	1825-0002-0004-002	R176881	Crenshaw	John E-Estate of Rosa D. Crer	John E-Estate of Rosa D. Crer1972 Dolly St Gilchrist TX 77617	7/16/2010
1	2955-0001-0006-000	R177082	Chen", "	Anthony, Chi-Wa	978 Bay Street Glichrist TX 77617	7/14/2010
1	2955-0003-0004-000	R177105		Craig	981 Gayle Gilchrist TX 77617	7/14/2010
1	2062 0003 0006 000	P177730 Oshler	Ophlers	Eddie G & Betth Lanell	975 ELIZABETH ST GILCHRIST TX 77617	17/12/2010

į	Court Action Date	GCAD Number	Property ID	Owner@Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
	8/4/2010	3585-0013 0006-000	R177532		Jay Ortega	982 Faggards Rd Gilchrist, TX 77617	7/6/2010
273	8/4/2010	3587-0013-0011-000	R177695	R177695 Krystaponis	James	1052 Faggards Rd Gilchrist TX 77617	7/7/2010
274	8/4/2019	6180-0000-0013-000	R178069 Grail	*	Thomas & Hil	1047 Rollaver Cr Gilchrist TX 77617	7/15/2010
275	8/4/2010	1067-0000-0047-000	R178432 DeRouen	DeRouen	Jimmy D	2100 Pond Srt Crystal Beach TX 77650	7720/2010
276	8/4/2010	7071-0060-0050-000	R178724	REDERALLC	Lasater, Debra-Manager	3389 Sandcastle Ln Crystal Beach TX 77650	7/15/2010
277	8/4/2010	4467-0001-0004-000	R179225	Perkins	Robert & Lana	3280 Treasure Ln Crystal Beach TX 77650	7/15/2010
278	8/4/2010	5040-0000-0027-000	ı	Cherry	Donald B	921 Bahama Dr Crystal Beach TX 77650	7/10/2010
279	8/4/2010	7120-0010-0002-000	R180997	Lanning	Michael	2754 Tradewinds Crystal Beach TX 77650	7/12/2010
280	8/4/2010	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	7/12/2010
281	8/4/2010	6550-0006-0014-000	R186430	R186430 Schaumburg	George 1 3r	3590 Tarpon Way Crystal Beach TX 27650	7/10/2010
282	8/4/2010	3200-0000-0126-000	R216135 Kirchoff		Steve & Jaque	1354 Emerald Ave Crystal Beach, TX 77650	7/9/2010
283	8/4/2010	3200-0000-0286-000		Barnett	Kenneth John	701 Holiday Crystal Beach TX 77650	7/17/2010
284	8/4/2010	3586-0024-0000-004	R371923	Vargas	Raul	980 Evans St Gilchrist TX 77617	7/9/2010
285	8/4/2010	0052-0009-0000-007	R389032	erry	David & Sandy	2586 Hwy 87 Gilchrist TX 77617	7/15/2010
286	8/4/2010	1825-0001-0006-000	R515250	R515250 Ingvardsen	John & Arny	975 Dolly Gilchrist TX 77617	7/12/2010
287	8/18/2010	1204 0000-0003-000	R172187	Bonnette Jr	Randall J	2626 Hwy 87 Gilchrist TX 77617	7/26/2010
288	8/18/2010	1204-0000-0008 000	R172192	Husband	Guy B & Charlotte	2666 Hwy 87 Gilchrist TX 77617	7/22/2010
289	8/18/2010	1204-0000-0022-000	R172206	Lyday	Sandra	2770 Hwy 87 Gilchrist TX 77617	8/3/2010
290	8/18/2010	1204-0000-0033-000	R172217	Husband	Guy B & Charlotte	2844 Hwy 87 Gilchrist TX 77617	772272010
291	8/18,2010	1204 0000-0040-001	R172231	Husband	Guy B & Charlotte	2898 Hwy 87 Gilchrist TX 77617	7 22 2010
292	8/18/2010	2205-0000-0255-000	R172472	Perkins	Terry & Dixie	1244 Van Sant Gilchrist TX 77617	7/30/2010
293	8/18/2010	2956-0003 0011-000	R177156	Lovet	Charles Allen	1011 Gayle St Gilchrist TX 77617	7 15/2010
294	8/18/2010	6755 0002 0004 000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	7720/2010
295	8/18/2010	7120-0012-0005 000	R181017	Langtree	John A	2830 Tradewinds Ln Crystal Beach TX 77650	5,20,2010
962	8/18/2010	5960-0424-0007-000	R207564	Sımpson	George H	1706 Houston Alley Port Bolivar TX 77650	8/3/2010
297	8/18/2010	5134-0000-0006-000	R214287	O'Brian	Russell	1398 Gulf St Crystal Beach TX 77650	7,19,2010
298	8/18/2010	5134-0000 0015-000	R214293	McCool	Richard H. & Shirley A	805 Sandollar Cr Crystal Beach TX 77650	8/3/2010
299	8/18/2010	3755-0001-0005-000	R216768	R216768 REDERA LLC	ster-Manager	1984 Ave J Crystal Beach TX 77650	7/20/2010
300	872572010	2058-0002-0006-000	10.07.0.34			füßGayleStN, Glichtsch77/B17	6/3/2010
301	8/25/2010 👻	2007-1009-0000-2007		Wollgomary	Previous Control of the Control	985/Märgeret, Noticiliah i 18.47/617	7/4/2010
302	8/25/2010			ADJUITED AND PARTY.		1852 FINA 87 GILHING 1877517	1.84
303	8/25/2010	3.86-1028-0007-016		医医疗法检查检查		479 layer Stolichist In 776/7	7/13/2010
304	8/25/2010	7.55-0.00-0.00-0.00				\	8/4/2010 ·
305	8/25/2010	8/25/2010 :: \ 4050-0000 0210-000	4179004	Pethnsuld Beach Properties LI		1650a 400 4	. * . 400 Z010
306	8/25/2010	2670-0000-0024-000	R215560	imantha za ya 🖛 🦛 🖈 🖈	Michael W	840 Buell, Chysial Beach, 17, 77650	872/2010 ,
307	9/1/2010	1825-0002-0019-000	R176893	Grillo		975 Jean St Gilchrist TX 77617	8/24/2010
308	9/1/2010	2956-0004-0006-000	R177167	Hanks	Wille B & Mildred	1018 N Elizabeth St Gilchrist, TX 77617	8/9/2010

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	tount Action		Property				Presented
0	Date	GCAD Number	aı	Owner & Last Name	Owner & First Name	Damaged Property Address	Offer Date
309	9/1/2010	6285-0000-0016-000	R180097	Kline	Sandra	2740 Gillespie Crystaf Beach TX 77650	8/10/2010
<u>8</u>	9/1/2010	6755-0001-0003-000	R180588	Hebert	Anne K	2904 Gulf Rd Crystal Beach TX 77650	8/14/2010
31	9/1/2010	6755-0001-0005-000	R180589	Henley	Terry & Jane	2914 Gulf Dr Crystal Beach 1X 77650	8/3/2010
312	9/1/2010	6550-0006-0017-000	R186433	Metzger	Clarence J & Ruth	3596 Tarpon Way Crystal Beach TX 77650	8/13/2010
313	9/1/2010	7725-0009-0003-000	R213209		Augustine	4418-Heron St Hitchcock TX 77563	8/24/2010
314	9/1/2010	7725-0015-0041-000	R213389	Michaels	Maris Martene	4738 Mallatd Hitchcock TX 77563	8/24/2010
315	9/1/2010	1845-0003-0013-000	R214562	Krebs/Reedy	Stephen P/Rex	1830 Redfish Ln Crystal Beach TX 77650	8/23/2010
316	9/1/2010	1945-0001-0001-000	R215473	Stephens	Elmer	1798 Redfish Ln Crystal Beach TX 77550	8/23/2010
317	9/1/2010	3755-0001-0007-000	R216770 ROBB		ALAN	1976 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
318	9/1/2010	3755-0001-0009-000	R216772	RO8B	ALAN	1968 AVE J CRYSTAL BEACH, TX 77650	8/10/2010
319	9/1/2010	4165-0000-0080-002	R217678	Phipps	Barry & Peggy	821 Tinkle Ln Crystal Beach TX 77650	8/23/2010
320	9/1/2010	2875-0000-0029-000	R221797	Bertanzi	Ronald	365 Atkinson Crystal Beach TX 77650	7/27/2010
321	9/1/2010	5465-0000-0022-000	R222017	Mantha	Jayce	113 Ocean Shores Crystal Beach, TX 77650	8/12/2010
322	9/8/2010	2955-0002-0006-000	R177090	R177090 Kirkpatrick	Henry	986 Gayle St Glichrist TX 77617	8/20/2010
323	9/8/2010	7725-0028-0015-000	R213576 Curran	Curran	Patricia J	4812 Bayou Ln Hitchcock TX 77563	8/23/2010
324	9/8/2010	1865-0000-0121-000	R214684	R214684 Eschete-Hatchik	Karen A	824 East Rd Crystal Beach TX 77650	8/20/2010
325	9/8/2010	1865 0000-0122-001	R214685	Eschete-Hatchik	Karen A	820 East Rd Crystal Beach TX 77650	8/20/2010
326	9/8/2010	1865-0000-0122-002	R214686	Eschete-Hatchik	Karen A	818 East Rd Crystal Beach TX 77650	8/20/2010
327	9/8/2010	2671-0000 0003-000	R215574	Kline	Sandra	849 Lazy Ln Crystal Beach TX 77650	8/22/2010
328	9/8/2010	3200-0000 0508 000	R216488	Kline	Sandra	773 Townsend Crystal Beach TX 77650	8/22/2010
329	9/15/2010	4187-0000 0000-013	R125430	Bradley	Elvabe*h	16501 Jamaica Beach Rd Jamaica Beach 1X 77554	8/23/2010
330	9/15/2010	4040 0000 0025-000	R172893	Schoeman	Cary	2534 Hwy 87 Gilchrist, TX 77617	8/24/2010
331	9/15/2010	2210 0003-0025-000	R176965 Quinn	Quinn	Lisa & Philip	1355 Keith Ave Gilchrist TX 77617	9/1/2010
332	9/15/2010	7120 0010 0001 000	R180996	R180996 McCracken	Ronald L	2750 Tradewind Crystal Beach TX 77650	8/29/2010
333	9/15/2010	1845 0002-0008-000	R214532 Brewer	Brewer	Roy V	1816 Pompano Ln Crystal Beach TX 77650	8/14/2010
334	9/22/2010	2119-0000-0007-000	R170361	Armstrong	Dons M	830 Miami St Gilchrist TX 77617	9/1/201C
335	9/22/2010	4315-0002-0004-000	R177916	Heriaud	Albert	984 Pontiff St Gilchrist TX 77617	9/5/2010
336	9/22/2010	2900 0003-0001-000	R215872	Cribbs	C Haden	1865 Croeker St Crystal Beach TX 77650	9/1/2010
337	9/22/2010	3755-0001-0006-000	R216769	Buntin	Robert R	1980 Avenue J Crystal Beach TX 77650	9/1/2010
338	9/29/2010	1204 0000-0001-000	R172185	Emerald	A John	2610 Hwy 87 Gilchrist TX 77617	9/14 2010
339	9/29/2010	3585 0011-0000-008	R177517	Golden/Estate of Luann Golde Dewey Kent	Dewey Kent	989 Alicia Dr. Gilchrist TX 77617	9/8/2010
340	9/29/2010	0064-0116-0000 000	R178055	Deasy	Mike W & Kathie	967 Bauer St. Gilchrist. TX 77617	9/10/2010
341	9/29/2010	4980-0004-0028-000	R179430 Freeman	Freeman	Bill & Patricia	966 S. Stingaree Crystal Beach, TX 77650	9,6,2010
342	9/29/2010	6270 0001 0018-000	R180361	Davis	Barry J & Roberta Rita	3168 Gulf Castle Crystal Beach TX 77650	8/31/2010
343	9/29/2010	3200-0000-0016 000	R216034	Spiker	Renea	950 Wommack Crystal Beach, TX 77650	9/8/2010
344	9,29/2010	1610 0004 0010-001	R309443	Davis	Charles	1047 Buck Sho* Gilchrist TX 77517	9 8 2010

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10	Date	GC 1D Number	aı	Owner SLast Vame	Owner Stirst Same	Damayed Froperty address	offer barr
345	-0.6/2010	3276 0002 0012 3CC	R177372	Hillgrest	Jerry	1061 Faggardr Shp Gilr Prist TX 77617	0,020,0
346	10/6 2010	3585 0029-0017-000	R177613	R177513 Miranda	Lestin & David	384 Legers St Gilchrist TX 77617	19 14/2010
347	10 5/2010	4660-0019-0008-000	R177948 Butler	Butler	H Joseph	089 Daigle Dr Gilchrist TY 77617	a 16/2010
348	10/6/2010	3201 0003 0047 000	R216554 Bennett	Bennett	Darlene B	2028 Seaside Crystal Beach TX 77550	9/15/2017
349	10 6'2010	3956 0000-0078-000	R217465 Kelly	Kelly	Byron & Karen	1951 Avenue G Crystal Beach TX 77650	9/1=/2010
350	10,6'2010	5152-0000 0010-000	R221412 Kay	Kay	Judy H	429 Atkinson Crystal Beach TX 77650	9 13 2010
351	10/6/2010	2956 0005 0004-002	R422906	R422906 Castleberry	Robert Keith	1028 Mae St Gilchrist TX 7761.7	8/31/2010
352	10/13 2010	7336 0000 0001-001	R178199	R178199 Wukoson	Sue	983 Butterfield Gilchrist TX 77617	9,20,2(10
353	10 13,2010	5960-0500-1011-000	R208049	Barton	Ed W	2023 Galveston Ave Port Bolivar, TX 77650	9/30/2010
354	10/13/2010	3201-0010-0199-000	R216680	Doucet	Jerry S & Mary F	2024 Crestview Crystal Beach, TX 77650	9/21/2010
355	10,27,2013	1590-0002 0004-000	R176670		Sharon	1041 Deens St. Gilchrist TX 77617	9/15/2010
356	10/27/2010	7070-0000-0072-000	R178694		Brad & Monica	3390 Sand Castle Crystal Beach TX 77650	10/6/2010
357	10/27 2010	0068-0008-0000-000	R181371	Shaddock	Carroll, Trustee	932 Martha's Vineyard Ln Gilchrist TX 77650	9/15/2010
358	11/3/2010	1610-0001-0000-001	R176763	Tucker	Bruce	1045 Mae St Gilchrist TX 77617	7/29/2010
359	11/3/2010	1635 0000-0048-000	R176848 Mallev	Malley	Michael G	1160 Beachfront Gilchrist TX 77617	9/15/2010
360	11/10/2010	1204 0000-0016-000	R172200 Fint	HIM. T. Y. T. WHI	Edward & Patsy W.	2718 Hwy 87 Gilchost, 1X 77617	10/13/2010
361	11/10/2010	0064-0094-0000-000	N177885	R177855 Moujaes 1	Alfred G & Maria	1772 Hwy 87 Gilchrist, TX 27617	10/18/2010
362	11/10/2010	7725 0023-0009-000	R213415	K113415 Bagh 20	Douglas E. E. S. S. S. S. S. S. S. S. S. S. S. S. S.	4504 Swan Dr. Hitchcock TX 77563	10/18/2010
363	11/17/2010	3587-0002-0013-000	19177641 Fischer	Fischer * * * * * * * * * * * * * * * * * * *	John & Shirley The State of the	1057 Hamm Hd Glidinist IX 77617	10/20/2010
364	11/17/2010	4467,0001,0006-000		R179227 Vickery 50 12 12 12 12 12 12 12 12 12 12 12 12 12		3288 Treastine Lit Crystal Beach TX 77650	10/29/2010
365	11/17/2010	7725 doin 0024 600		R213247/ Diethiger 17	Definite Programme Company	4723 Crade Hitchbook 1X-775636 Extra	110/28/2010
388	11/24/2010	1204-0000-0011-000	R172195	Orlandr	***** / phie	2690 HWY 87 Gilchrist TX 77617	11/7,2010
367	11,24/2010	5 335-0000 00005-000	173577		t.V	2178 Noisy Waves Croater Beach TX 77650	11/6/2010
368	12/1 2010	7335 0002-0018-000	R178188	Fazelimanesh	Ardeshire & Kalen	975 Aushn Dr Gilchr st 77 77617	11 12/2515
369	12,1/2010	3201 0004-0054 000	R216561	Mapps	Jana	2012 Seaside Crystal Reach TX 777-0	1111_010
370	12/15/2010	3587-0020-0071 900	R177778	Shermar Sr	Jimmy Lee& Judith E	1175 Black's Slip Gilenris TY 77617	13 23,2010
371	12/15/2010	7120-0001 0020-000	R180753	Porter	Charles F & Betty	907 Sandune Dr. Crystal Beach TX 77650	11/16/2010
372	115/2011	4040-0000 0003-000	[R172871	Fischer	John & Shirley	2394 Hwy 87 Gilchrist TX 77617	12/14/2010
373	1,5/2011	4040-0000-0001-000	R172872	Fischer	John & Shirley	2400 Hwy 87 Gilchrist TX 77617	12,14/2010
374	1/5/2011	4040 0000-0006-000	R172874	Connolly	Thomas	2408 Hwy 87 Gilchrist TX 77617	12/15/2010
375	115/2011	3585-0012-0000-003	R177526	Brown	James	985 Faggards Rd Gilchrist TX 77617	11/29/2010
376	1/5/2011	3585 0012 0000 004	R177527	Guthrie	Harry H & Beverly A	989 Faggard Rd Gilchrist TX 77617	12/9 2010
377	1/5/2011	7335-0002 0016-000	R178186	Self	Connie M	987 Aurtin Dr. Gilchrist TX 77617	12/8/2010
378	1,5/2011	1285-0000-0040 000	8515056	Clarke	Kenton	815 S O'neal Crystal Beach TX 77650	12/14/2010
379	47410-2011	3276-0001-0041-002	R377619 Gassen	Gassen	Matale May	1234 Enganet sup ad Grichinst TX 77617	12/21/2010
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η	1030 Dolphin Rd Glanrist TX	982 Jean St Gilchrist TX 77617	1008 Elizabeth	985 Alicia Dr Gilchrist TX 7761	984 Bos Rd Gilchrist TX 77617	983 Legens 5t G	985 Beaumont	986 Beaumont	2632 Holiday C	3348 Treasure	2184 Noisy Wa	2185 Noisy Wa	847 Buell Cryst	1018 Deems St	843 Mianii Gilchrist TX 77617	970 Fletcher La	182 Fletcher th	1570 Hwy 87 G	995 Bay St Gilchrist TX 77617	1012 Flizhbeth	1036 Faggards	1685 HWY 87 G	975 Geary Gilchrist TX 77617	976 Butterfield	2568 Ho Iday D	2820 Tradewin	4419 STRAND AVE	982 Mazzu St C	1035 Blacks Stip					GG A PERMIT	The state of the s
On nei & First Name	AO _d	Mike	Jose & Lillian	Катнул	Sandra Leboski	Duncan	James & Betty	Barbara & John	Connie	Meivin",	John E	Coly	Betty & James	John	Judith	William	w flam	Starley & June	Harry Frank III	Kermit & Julia	Jud th	Frank & Jane W	Lowell	Brian	Bonita	Douglas & Bruce	MARY BETH & MICHAEL R	Guy & Charlotte	Katherine Ann					The Monday	· · · · · · · · · · · · · · · · · · ·
Owner &l ast Vame	Newton	Clements	Lozano	Dawson	Qilinn	Bowell	Mazzolı	Kimrt			Pasifick		Ŷ	Becker	Roberts		Sutto ,	Brown	4ghtz	Haag	Poberts	Zımmerman	Hufferd Jr	Sather	George	hing	MESSINA	Husband	Frederick						ころのようにろ
P. spritti ID	R176778	2176904	R177169	R177513	R177603	R177508 Bowell	R178171- Mazzo	R178178 Kimpt	R179205 Freters	R179239 Hogan	R179579 Pastick	R179581 Lationes	R215557 Black	R288093 Becker	R170365 Roberts	R171493 Sutton	P171571 Sutto	R176663 Brown	R177085	R177168 Haag	R177692 Paberts	R178152	R178221	8178223	R179220	R181014	R221977	R296602	R381104				9/8975	R.P. PR. Jul.	128379
1	1510 0001-0013 000 R	1825 0003 0037 000 PR	2956-0004-0008-000 R	3585-0011-0000-004 R	3586 0027 0017-000 R	Γ	7335 0001-0003-000 R	7335-0002-0004-000 R	4050-0000-0327-000 R	4467 0001-0018-000 R	5335-0000 0007 000 R	5335-0000-0009-000 R	2670 0000 0016-000 R	1590-0002-002-000 IR	2119 0000-0011 000 R	U045-0004-0000 000	Т	T	2957 0002-0001 000 R	2956 0004-0007 000 R	3587-0013 0007 000 R	0064 0078 0000-001 R	0064-0119 0000 00" R	0064-0118-0000 000 R	4050 0000 0344-000 R	7120-0012 0002 000 R	4750-0026-0007-000 R	0054 0101 0002-000 R	3587-0020-0003-001 R			17			by the property of
fourt Retro i Date	2 9 2011	2.9/2011	2/9'2011	23972011	2/9/2011	2 9/2011	2/9/2011	2/9/2011	2 3/2011	2/9/2011	2/9/2011	2,9,2011	2/9/2011	2/9/20 11		2 16/2011	2 16/2011	2,15,2011	2 16:2911	2/16/2011	2/16/2011	2/16/2011	2/16/2011	2/16/2011	2/16/2011	2,16,2011	2'16/2011	2 16/2011	2/16,2011	11.102/6/20	1,000			4	7,75,175.4
0	380	381	382	383	384	385	386	387	388	389	390	391	392	393	194	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411			417

CUNIMISMONER SCOURT BEYOUT LIST 3 '09 '2911 COUPT ACTION DATE

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-	Dute	GC 1D Number	lin it	Owner & Jast Vann	Owner & First \ame	Dumaged Property Address	Alex Duce
┣-	3/8/2011	2118 0000-0002-002	R170276 Hearring	Hearring	Samuel	no situs Gilchrist TX 77617	2/9/2011
-	3/8/2011	2119-0000-0009-000	R170364 Smith	Smith	Linda T	835 Miami Gilchrist TX 77617	2/9/2011
-	3/8/2011	4040-0000 0023-000	R172891 Bryan	Sıyan	C Michael	2528 Hwy 87 Gilchnst TX 77617	2/9/2011
<u> </u>	3/8/2011	2955 0002-0015-000	R177101 Fuseller	Fuselier	Elaine	985 Bay Street Gilchrist TX 77617	2/13/2011
٠.	3/8/2011	3586-0029-0015-002	R177612 Miranda	Miranda	David & Leslie	990 Legers St Gilchrist TX 77617	2/9/2011
├-	3/8/2011	7335-0002-0010-000	R178182 Sandifer	Sandifer	Thibodeau Grothe	2142 Hwy 87 Gilchnst TX 77617	2/10/2011
┢	3/8/2011	4050-0000 0333-000	R179210 Nicotra	Vicotra	Mary	2606 Holiday Crystal Beach TX 77650	2/9/2011
i –	3/8/2011	4467-0001-0010-000	R179231 Saladin	Saladın	Frances	3308 Treasure Ln Crystal Beach TX 77650	2/9/2011
-	3/8/2011	5670-0000-0179-000	R179889 Disch	Disch	Raiph	2488 Gilmore Crystal Beach TX 77650	2/9/2011
-	3/8/2011	6270 0001 0002-000	R180345 Parker	⁵ arker	Richard	3240 Gulf Castle Dr Crystal Beach TX 77650	2/9/2011
	3/8/2011	6270-0001-0009-000	R180352 Brown	Brown	Robert & Linda	3200 Gulf Castle Dr Crystal Beach TX 77650	2/10/2011
-	3/8/2011	7120 0010-0005-000	R181002 Sinctair	Sinctair	Patrick	2768 Tradewinds Crystal Beach TX 77650	2/8/2011
	3/8/2011	7120-0010-0005-000	R181002 Sinclair	Sinclair	Patrick	2770 Tradewinds Crystal Beach TX 77650	2/8/2011
-	3/8/2011	7120-0010-0005-000	R181002 Sinclair	Sinclair	Patrick	2772 Tradewinds Crystal Beach TX 77650	2/8/2011
	3/8/2011	4050 0000-0338-000	R289308 Smith	Smith	Carole	2588 Holiday Crystal Beach TX 77650	11/15/2010
ļ	3/8/2011	3750 0000-0102-000	R291923 Hughes	lughes	Jess & Carolyn	1220 Gulfport Crystal Beach TX 77650	2/10/2011

Contracts to be signed on 3/08/2011 Total Contracts

THIS AGREEMENT is made and entered into this $\frac{1}{3}$ day of $\frac{1}{1}$ day of $\frac{1}{2}$ d

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 947 Ball Ln, Legal Description ABST 31 R BARROW 130 FT X 190 FT PT OF LOT 2 CADE SD

DIV 2 & IMPS

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$225,000.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$225,000.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Setter acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$300,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$0.00 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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- 11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.
- 12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 12 day of tebruary, 2011

Seller Signature

Samuel Hearring Seller Printed Name

Galveston County

By: 🔶 👱

Mark Henry County Judge

Àttest₺

Dwight Sullivan County Clerk

THIS AGREEMENT is made and entered into this 14th day of Fabruary, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Gloria Kuritz and Linda Smith, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 835 Miami, Gilchrist TX 77617, Legal Description Abstract 31, R. Barrow Survey, Lot 9, Resubdivision of Lot 8, Cade Subdivision

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as tollows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$74,872 44 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
- 2 County agrees to pay Seller for said Premises the sum of \$74,872.44 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$146,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$0.00 and structural damage from wind insurance of \$46,170.08 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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- 11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale tully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmiess County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.
- 12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 14th day of February , 2011

Seller Signature

Gloria Kuritz Seller Printed Name

Seller Signature

<u>Linda Smith</u> Seller Printed Name

Galveston County

By -

Mark Henry County Judge

Dwight Sullivan County Clerk

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or lexas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 2528 Hwy 87. Gilchrist TX 77617, Legal Description ABST 52 DUNMAN LOT 23 HOGANS LANDING S-D DIM 90 X 283 07 & 281.3

Seller represents and understands:

- · The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$120,995.02 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
- 2 County agrees to pay Seller for said Premises the sum of \$120,995.02 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$310,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$121,000.00 and structural damage from wind insurance of \$34,922.18 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$7,248.87 for certain repairs for which receipts were provided have been added
- 4 Seller's proceeds from the sale of the Premses shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable tee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDFM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises.
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party hability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12	his Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns
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DATED this 9th day of Feb. 2011

C Michael Bryan

Seller Printed Name

Galveston County

Mark Henry

Dwight Sullivan:

,11/2511

THIS AGREEMENT is made and entered into this day of very 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Elaine Fuselier, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 985 Bay Street, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS 1/2 LOT 14 & ALL LOT 15 BLK 2 DELMAR ADDN NO 1 & IMPS

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$44,921.23 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$44,921.23 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$110,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$0.00 and structural damage from wind insurance of \$50,105.03 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for seiling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this K day of Fibruary , 2011

Seller Signature

ELAINE FUSELIER

Elaine Fuselier Seller Printed Name

Galveston County

By:

Mark Henry
County Judge

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Dwight Splivan,

101711/

THIS AGREEMENT is made and entered into this 2 day of <u>Feb</u>, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and David Miranda & Leshe Miranda, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit. 990 Legers St, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS W 1/2 LOT & NW 1/4 LOT 16 UNREC S-D OF LOT 29 GILCHRIST 40 X 75 FT S OF HWY

Seiler represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- l Seller agrees to sell the Premises described above to County for the sum of \$20,250.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$20,250.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$145,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$157,300.00 and structural damage from wind insurance of \$28,829.33 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$27,000.00.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

K177612

11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 21 day of 16b, 2011

Selle Signature

David Miranda Seiler Printed Name

Seller Signature

Leslie Miranda Seller Printed Name

Galveston County

Mark Henry

Cocounty Judge

Dwight Sullivan

County Clerk

THIS AGREEMENT is made and entered into this day of February, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Allan Thibodeau, Chris Grothe, and Tanya Sandifer, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ('Premises'') more particularly described as follows, to-wit 2142 Hwy 87, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS TD LOT 10 BLK 2 VIZARD 1ST ADDN 99 6 FT X 50 X 98 75 X 50

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$13,500 00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$13,500.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$110,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$88,700.00 and structural damage from wind insurance of \$78,625.00 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$18,000.00.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or tederal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 14 day of February , 2011

Seller Signature

Allan Thibodeau Seller Printed Name

Chris Grothe

Seller Printed Name

Tanya Sandıfer

Seller Printed Name

Galveston County

Mark Henry

County Judge

Dwight Sulliven

Ounty Cierk

THIS AGREEMENT is made and entered into this O day of February, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Mary Nicotra, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2606 Holiday, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 7 LOT 333 HOLIDAY BEACH

Seller represents and understands

- The Premises was damaged by flood.
- · Seller qualifies for the assistance being granted under the federal grant,
- The Selier has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$67,500.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$67,500 00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$345,000 00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$231,000.00 and structural damage from wind insurance of \$30,017.27 and \$0 00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0 00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$90 000 00.
- 4 Selier's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Selier will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Selier also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 10 day of Lourney 2011

Mary Nicotra Seller Printed Name

Galveston County

Mork Henry

County Judge

Dwight Sullivan:

County Clerk*:

1119210

THIS AGREEMENT is made and entered into this \(\frac{1}{2} \) day of \(\frac{1}{2} \) BRUGHRY 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Frances Saladin, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 3308 Treasure Ln, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 11 & 14 LOT 10 BLK 1 LAFITTES LANDING

Seller represents and understands

- · The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$210,000 00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$210,000.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seiler acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$500,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$185,200.00 and structural damage from wind insurance of \$127,413.20 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$27,123.00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$280,000.00.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable tee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party hability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

- 11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County
- 12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this Bay of FEBRUARY 2011

Seller Signature

Frances Saladin Seller Printed Name

Galveston County

Mark Hen

County Judge

Dwiehł Sullivan

County Clerko

THIS AGREEMENT is made and entered into this \(\frac{5}{5} \) day of \(\frac{1}{5} \). , 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Ralph Disch, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2488 Gilmore, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 7 LOT 179 PEARL BEACH ADDN

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$143,253.23 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$143,253.23 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$415,000 00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$199,900 00 and structural damage from wind insurance of \$31,961 20 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$7,865.50 for certain repairs for which receipts were provided have been added
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, it post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 15 day of FEB , 2011

Seller Signature

Ralph Disch Seller Printed Name

Galveston County

Вy

Mark Henry

O ,County Judge

Attest.

Dwight Sullivan County Clerk

THIS AGREEMENT is made and entered into this 15 day of ______, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Richard Parker, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and for Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 3240 Gulf Castle Dr, Crystal Beach TX 77650, Logal Description ABST 65 PAGE 11 LOT 2 BLK 1 SAND CASTLE BEACH.

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release.
 Seller from the terms and conditions of this Contract for Sale.

The parties agree as follows.

- Seiler agrees to sell the Premises described above to County for the sum of \$187,500.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
- 2 County agrees to pay Seller for said Premises the sum of \$187,500.00 payable at closing after the acceptance of this Agreement and approval of Seller's title.
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$550,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$250,000.00 and structural damage from wind insurance of \$96,786.00 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$10,480.00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$250,000.00.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds. Seller agrees to return any disaster aid momes received if such momes amount to a duplicity of benefits.
- 6. Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8. Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by snyone acting under his direction or with his permission from the Premises.
- 9. Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits



- 11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.
- 12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns.

DATED this 15 day of Feb ,201:

Seller Signature

Richard Parker Seller Printed Name

Galveston County

By: Mark Henry

County Judge

Principa California

Attest:

County Clerk

THIS AGREEMENT is made and entered into this 10 day of Februare, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Robert Brown & Linda Brown, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 3200 Gulf Castle Dr, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 11 LOT 9 BLK 1 SAND CASTLE BEACH

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$187,500.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$187,500.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$550,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$250,000.00 and structural damage from wind insurance of \$174,279.25 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$25,148.00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$250,000.00.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the tair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this day of telson 2011

Seller Signature

Robert Brown Seller Printed Name

Seller Signature

Linda Brown Seller Printed Name

Galveston County

By Mark Henry

County Judge

Dwight Sullivan

111/0352

THIS AGREEMENT is made and entered into this 10 day of 10 day

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit. 2768 Tradewind Ln, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 7 & 10 LOT 5 BLK 10 TIDELANDS ADDN

Seller represents and understands

- · The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$237,524.25 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$237,524.25 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$600,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$154,900.00 and structural damage from wind insurance of \$158,286.00 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$29,885.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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- 11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.
- 12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this /O day of FEB , 2011

Seiler Signature

Patrick Sinclair Seller Printed Name

Galveston County

By:

Mark Henry County Judge

Attest:

Dwight Sulfwan

COURT . TAKE

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THIS AGREEMENT is made and entered into this /C day of FEB, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Patrick Sinclair, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2770 Tradewinds, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 7 & 10 LOT 6 BLK 10 TIDELANDS ADDN

Seller represents and understands

- · The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- i Seller agrees to sell the Premises described above to County for the sum of \$181,390.50 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
- 2 County agrees to pay Seller for said Premises the sum of \$181,390.50 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$600,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$234,000.00 and structural damage from wind insurance of \$154,031.00 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$29,885.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party hability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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il Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns.

DATED this 10 day of FEB, 2011

Seller Signature

Patrick Sinclair Seller Printed Name

Galveston County

By:

Mark Henry County Judge

Attest:

Dwight Sullivan: County Clerk

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THIS AGREEMENT is made and entered into this /O day of FEB, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Patrick Sinclair, ("Seller"), regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 2772 Tradewinds, Crystal Beach TX 77650, Legal Description ABST 65 PAGE 7 & 10 LOT 7 BLK 10 TIDELANDS ADDN

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- ! Seller agrees to sell the Premises described above to County for the sum of \$238,540.43 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
- 2 County agrees to pay Seller for said Premises the sum of \$238,540.43 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$600,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$157,800.00 and structural damage from wind insurance of \$154,031.10 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$29,885.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

KIRLOUN

11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns.

DATED this /C day of FEB , 2011

Seller Signature

Patrick Sinclair
Seller Printed Name

Galveston County

Bv:

Mark Henry County Judge

Attest:

Dwight Sullivan County Clerk 🥎 🕖

R181102

THIS AGREEMENT is made and entered into this Zw day of Zw. 2016, by and between Galveston County a political subdivision of the State of Texas ("County"), and Carole Smith, ("Seller"), regardless of the number of signatures.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit. 2588 Holiday Crystal Beach TX 77650, Legal Description ABST 65 PAGE 7 LOT 338 HOLIDAY BEACH

Seller represents and understands.

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release
 Seller from the terms and conditions of this Contract for Sale

The parties agree as follows.

- 1 Seller agrees to sell the Premises described above to County for the sum of \$141,176.65 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
- 2 County agrees to pay Seller for said Premises the sum of \$141,176.65 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$320,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$150,000.00 and structural damage from wind insurance of \$28,823.35 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added. The Texas General Land office (GLO) is contributing up to \$65,000 00 toward the required 25% local match. The GLO contribution specific to your offer is \$35,294 16.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party hability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this Zaday of

__, 2010

Seller Signature

Carole Smith Seller Printed Name

Galveston County

By:

Mark Henry

County Judge

Mary Ann Darge Dwight Sullivan

THIS AGREEMENT is made and entered into this 10 day of FEBUALY, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Jess Hughes & Carolyu Hughes, ("Seller"), regardless of the number of signatures

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 220 Gulfport, Crystal Beach TX 77650, Legal Description: Lot 102, Gulfport Village Sub Replat #1, Abstract 203, Page 15

Seller represents and understands:

- The Premises was damaged by flood.
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale.

The parties agree as follows.

- 1 Seller agrees to sell the Premises described above to County for the sum of \$390,000.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$390,000.00 payable at closing after the acceptance of this Agreement and approval of Seller's title.
- 3. Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$520,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$0.00 and structural damage from wind insurance of \$0.00 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds. Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal.
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
- 9 Seller also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA mourred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12. This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 10 day of FERNARY 2011

Jess Hughes

Seller Printed Name

Carolyn Hughes
Seller Printed Name

Galveston County

Sy:

Mark Henry County Judge

Dwight Sullivan

Company Clerk

THIS AGREEMENT is made and entered into this 15 day of <u>February</u>, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and William Parker, ("Seller"), regardless of the number of signatories

County is acting under a tederal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 982 Deens St, Gilchrist TX 77617, Legal Description Abstract 64, E Franks Survey, Lot 11, Block 1, Sam Hughes Subdivision

Seller represents and understands

- The Premises was damaged by flood,
- Seiler qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$148,200.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$148,200.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$260,000 00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$62,400 00 and structural damage from wind insurance of \$0 00 and \$0 00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

R177846

- 11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.
- 12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 15 day of February, 2011

Christine Ribelin / Willeam B. Parker Seller Signature

William Parker Seller Printed Name

Galveston County

Βv

Mark Henry County Judge

Attest:

Dwight Sullivan County/Clerk

AGENDA ITEM #21b

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS COUNTY OF GALVESTON ____, as a member of Commissioners' Court of [, Patrick F. Doyle Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court. (Select One) The business entity is South Land Title The real property is _____ **BUSINESS ENTITY CONFLICT** * Patrick F. Doyle , (have/has) a substantial interest in this business entity for the following reasons (Check all which are applicable.) () Ownership of 10% or more of the voting stock or shares of the business entity () Ownership of 10% or more of the fair market value of the business entity. () Ownership of \$15,000 or more of the fair market value of the business entity. () Funds received from the business entity exceed 10% of _____ gross income for the previous year () A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

* (hav	e/has) a substantial interest in this real property
for the following reasons: (Check all which are app	dicable.)

() Real property is involved and	have an equitable
or legal ownership with a fair market value of	at least \$2,500
() A person related to me in the first degree by cor in the real property that would be affected by a	isanguinity or affinity has a substantial interest decision of the Commissioners' Court.
Upon the filing of this affidavit with the County Cler decision involving this business entity or the real promatter.	k, I affirm that I will abstain from voting on any operty and from any further participation on this
This Affidavit is being executed on Claim No (Fill in if a	applicable.) dated
_	\mathcal{L}^{+}
Signa	ture of Official
	nty Commissioner Precinct 1
Title	
Before me, the undersigned authority, on this day j and on oath stated that the facts herein above stated or belief	personally appeared <u>Patrick F. Doyle</u> l are true to the best of <u>his</u> knowledge
Sworn to and Subscribed before me on this 8th	day of <u>March, 2011</u>
A STORY OF THE STO	DYSTOTER D. CHILLIAN County Clouds
	DWIGHT D. SULLIVAN, County Clerk
	Galveston County, Texas
	By Mandy Chapman
San San San San San San San San San San	Brandy Chapman Deputy
* ("I" or name of relative or relationship)	
** (my, his, her)	
*** (I, he, she)	

COMMISSIONFR'S COURT BUYOUT HS1 OF AMENDLD CONTRACTS 03/08/2011 COURT ACTION DATH

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	74000 1 10 1		Property				Presented	court letton
ē	le from Date	66 1D Number	Q)	Owner& Last Name	Owner & First Name	Damaged Property Address	Offer Date	Date
_	9 8 2013	4215 0000-0004-000 P125372	P175372	Rice	William R	16925 Jamaica Beach Rd Jamaica Beach, TX 77551	8/26/2010	5/2t /2010
7	9/8/2010	3550-0013-0005-000 R178853	R178853	Taylor	Michael	3016 Cedar Lane Crystal Beach TX 77650	8/18/2010	4/21/2010
က	548 2010	4050 0000 0336-000 R179213	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	8/27/2010	5/12/2/10
4	9,8′2010	5335-0000-0008-000 R179580	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	8/27/2010	5/12/2010
55	9'8 7010	6040-0000 0034-000 R179926	R179926	Вгоwп	James N , DDS	2918 Tropicana Dr Crystal Beach TX 77650	8/13/2010	4/14/2010
9	3,8/2010	6363-0001-0007-000	R180300	Cordts	EG, Jr	3550 Smiths Point Crystal Beach TX 77650		5/12/2010
7	9 8/2010	7120 0010-0004-000 (R180999	R180999	Bridwell	Ronald P	2764 Tradewind Lin Crystal Beach TX 77650	8/5/2010	4/14/2010
8	9/8/2010	3956-0000-0010 000 R217396	R217396	Afeman	Sixto	1964 Avenue J Crystal Beach TX 77650	8/27/2010	4/21/2010
6	5715 2010	4215 00C0 0007-0C0 R125376	R125376	Van Vulpen	Pauline&Betty F Wallace	16913 Jamaica Beach Rd Jamaica Beach, TX 77554		1/11/2010
10	9 15 2015	7335 0502 0007 000 R178180	R173180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	8/31/2010	P130/2017
1	9 15 2010	7335 0003 0006 000 8178196	R178196	Broussard	Harry L	988 Austin Dr. Gilchrist TX 77617	PIDC/07/8	3,25 7316
12	9/15,2010	3201 0003 0046 000	R216553	Sansone	Philip	2030 Seus de Dr Crystal Beach TX 77650	9/3/2010	5/23 2010
13	9 22 2016	2957 0002 0006-000	R177209	Ochlers	Вет	986 Elizabeth St G Ichrist TX 77617	9/7/2010	4/21/2010
44	9/22/2310	2957 0002 0007 000	R177210	Oehler	Betti	980 Elizabeth St Gilchrist TX 77617	9/3/20.0	4/21/2010
15	9 22 2u15	7071 0000 0057 000 R178731	R178731	McClenar	James D & Ellene	3388 Sand Castle Crystal Beach TX 77650	9/13, 2010	4,21,2010
16	4/22 2016	3956 0000 0006 001	R386179	Criswell	Harold W & Mary E	1948 Avc nue J Crystal Beach TX 77650	9/3/2010	4/71/2010
17	5/22/2010	1825 0004-0019 000 RS10022	R510022	Taylor	Michael & Debra	973 Caplen Gilchrist TX 77617	9/3/5010	4/21/2010
18	10/6/2010	1825 0004-0011-000 R176923	R176923	Rosales-Motola	Ysidoro	998 Marjone Gilchrist TX 77617	9/23/2010	5/12/2010
<i>6</i> +	10/6/2010	3587-0021-0006-000	R177788	Heimich	Paul Ray	1036 Black's Slip Rd Gilchrist TX 77617	8/22/2010	4/21/2010
20	10/6/2010				Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77550	8/22/2010	5/12/2010
121	10/6/2010	2700 0001-0005-000	R291679	O'Brien	Doris M	3096 James St Crystal Beach 7X 77650	9/23/2010	4/21/2010
22	10/13/2010	6550-0006-0016-000	** ***********************************	والإنجاج أياحا يالا	H.G., Sr., estate of R. Allap 🖖	3594, Tarpon, Way, Crystal Beach TX-72650	9/30/2010	5/7/2010
23	10,13/2010	3200-0000-0293-000	R216295	Charle - Annual	James & Gulalia 🐼 🧸 🔅	803 Sürkiteli 💝 💮 💛 💎 💎	9/29/2010	5/11/2010
124	10/13/2010				Ed'B () () () () () ()	1336-cmbraid Dr Chestal Béach IX 77650	0102/08/6	5/7/2010
25	10/13/2010	5655-0001-0017-000	1721.7948	Prost	Theodore * * * * * * * * * * * * * * * * * * *	1990/30 of the Greek Dear Part (2015) 1885 1885 1885 1885 1885	9/28/2010	4/20/2010
26	10/20/2010	2205-0000-029 0-0005 R1 22508		Carpey Community (1)		1412-Van Sant Gilchitat IX 77617. All 25. 24. 4. 1	10/6/2010	5/5/2010
27	10/20/2010	0064-0049-0000-000 (1176666	4.	100	Const.	TBOBINWEST STREET STREET STREET STREET STREET	10/1/2010	5/19/2010
28	10/20/2010	2957-0003-0003-000 RT7729A	KIIIZA	24	Mading	989 Elizabeth Straubhild, TX (77617 11)		4/21/2010
29	10/20/2010		K129477	<u>_</u> {	10 10 1 10 10 10 10 10 10 10 10 10 10 10	849 Meynig in Crystal Beach TX:77850 🐣 🐪 👾	10/6/2010	5/5/2010
30	10/20/2010	7120-0011-0008-000	600	8. X	711 m 1 m	2808 Tradewind Crystal Beach TX 77650	10/6/2010	4/21/2010
31	10/20/2010	6280-0010-0001-000		CX.	Berth & Russell	1762 fied Fish Lik Caystal Beach, TX-77650 🐦	9/30/2010	6/2/2010
32	10/20/2010	6280-0010-0006-000 (R218031)	100	Rogers 🗢 🐎	Joughs:	Douglast	10/1/2010	6/2/2010
33	10/27/2010	1204-0000-0021-000	1	Glossic very first	Jandon Comment of the State of	David Server 1987 1987 Hwy 87 Glichild TX, 77617, 1987 1987 1987 1987 1987 1887 1887 1887	10/14/2010)	7/28/2010
34	10/27/2010	1825-0002 0004-001	R176880		Lamp A dimen	970 Dolly St. Gethylet, 75, 276 EP-2-10.	10/12/2010	6/2/2010
35	10/27/2010	3585-0014-0004-000;	V 20		Aark & Caroline * 4 # 2004	Mark & Caroline 1989 Krikpatrick Gildrick, TX 27617	10/12/2010	5/26/2010
36	10/27/2010	3956-0000-0011-000 R217397	4	Henley	ery	Tery " 1437 Wene Kriptal Beach, TK-77650	10/15/2010	5/5/2010
37	10/27/2010	3956-0000-0012-000 R217398		Henley	Terry, John Walls of the Control of	The state of the s	10/15/2010	5/5/2010
38	10/27/2010	7315-0000-0049-000 R218272		Langtree	John A	830 Alma En Crystal Beach, TX 77650	10/14/2010	6/2/2010

COMMISSIONLE'S COURT BUYOUT LIST OF IMENDED CONTRACTS 03 '08, 2011 COURT ACTION DALE

							_	Higher
3	A. G. Court Refress Parts	Ge 1D Sumber	Properts ID	Owners Last Name	Owner&Hrst Name	Damaged Property Address	Offer Date	t aute terrori Date
39	1177/2010	1610 0000 1001 000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	10/14/2010	5/10/2010
40	11/3/2010	41U/ 0060 DUZO 000 R170400	R170400	Galewsky	Наггу	958 James Rd Gilchrist TX 77617	10/7/2010	6/2/2010
4.	11,3,2010	2705-0000 0447-000	R172655	Boudreaux	David	1118 Mabry Gilchnst TX 77617	10/21/2010	5/19/2010
45	11 3/2010	0054 0022-0000-000 R17382	R173821	Moore, Jr	Teddy	1188 Bryants Ln Caplen TX 77617	10/5/2010	5/5/2010
43	11'3/2010	2710-0003 0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	10/15/2010	5/19/2010
44	11/34010	2957 0002-0003-000	R177207	Oehlers	Bettı Laneli & Eddie	994 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
45	11,3/2010	2957 0002-0005 000	R177208	Oehlers	Bettı Laneli & Eddie	990 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
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47	11/3/2010	4363-0001 0009 000	_	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	10/21/2010	5/12/7010
48	11,3/2010	3755 0001-0004-000	R216767	MacMillen	Scott & Patricia	1988 Avenue J Crystal Beach Tx 77650	10/13/2010	5/26/2010
49	11,3/2010	5655 0001-0001 004	R217945	MacMillan	Scott & Patricia	840 Gulf Shores Dr Crystal Beach Tx 77650	10/13/2010	5/26/2010
50	11/10/2010 *	1204-0000-0033-900	R172216	Heedy デンジングラウBI	Tean More with the second second	Less 4-Hay Bridging Total State Control of the Cont	10/20/2010	4/23/2010
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COMMISSIONER S COUPT BIRROLL HSF OF AMFADED CONTRACTS 03 '09' 2011 COURT ACTION DALF

L	1 181		Property				Presented	Prsented Court Jehon
νG	Action Date	6.C1D Vumber	(ID	On ner SLast Aame	Owner \$1 pst Name	Damaged Property Address	Offer Date	Date
84	2/9/2011	2955-0002-0008-000 R177092	R177092	Cacioppo	Mary Jo	976 Gayle St.Glichrist TX 77617	1/6/2011	1/6/2011 7/28/2010
85	2/9/2011	3956-0000-0004-000 R21	R217380	Andrus	Jay	1942 Avenue J Crystaf Beach TX 77650,	1/10/2011	7/7/2010
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94	3/8/2011	0054-0003-0000-000 R173798		Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	4/30/2010	5/19/2010
98	3/8/2011	5465-0000-0022-000 R222017	R222017	Maniha	Joyce	113 Ocean Shores Crystal Beach TX 77650	8/12/2010	9/1/2010

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THIS AGREEMENT is made and entered into this 10 day of February, 2010, by and between Galveston County a political subdivision of the State of Texas ("County"), and Arthur Bauer Gail Bauer, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit. 990 Gordon Dr Capien TX 77617, Legal Description. ABST 54 PAGE 10 W K DALTON SUR TR 3 0 352 ACRS

Seller represents and understands

- · The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$50,051.72 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$50,051.72 payable at closing after the acceptance of this Agreement and approval of Seller's title.
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$185,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$85,000.00 and structural damage from wind insurance of \$33,264.37 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 10 day of February 2010

Seller Signature

Arthur Bauer& Gail Bauer

(Much

Seller Printed Name

Galveston County

I

- James D. Yarbrough --

Mark Henry

County Judge

County Clerk Co

STATEMENT OF DETERMINATION OF COMPENSATION

Property Location. 990 Gordon Dr Caplen TX 77617 Galveston County, TX

II <u>Legal Description</u> Premises known as ABST 54 PAGE 10 W K DALTON SUR TR 3 0.352 ACRS

III Owner(s) of Record: Arthur Bauer & Gail Bauer

IV <u>Interest to be acquired</u>. Fee Simple

V <u>Improvements</u> A single family residence.

VI Improvements A single-family residence containing 962 square feet of living area. Interior consists of 5 rooms including 2 bedrooms and 2 bath(s) The lot size was estimated to be 15340 Square Feet

Amount of Compensation \$50,051.72. This amount is based on a pre-event estimated value of \$185,000.00 from which a flood insurance payment of \$85,000.00, a wind insurance payment of \$33,264.37, a Disaster Housing Assistance Grant payment of \$0.00 and Other Needs Assistance (ONA) Grant payment of \$0.00 have been deducted, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added. It is believed to be full compensation for the property and is not less than the fair market value of the property. It is understood that the homeowner is contributing the required 25% local match, by accepting 75% of the Fair Market Value (with adjustments for insurance payments, grants, and/or credits received)

VII <u>Description of Appraisal Technique</u>. The amount of compensation disregards any increase in the fair market value of the property caused by the project. The amount of compensation is based upon an appraisal, which utilized the Market Data approach for studying the property in the light of its own characteristics and location in relation to the sales of other similar sites in the same general area.

The estimated fair market value of this property is estimated as of September 2008. This estimate does not reflect any economic depreciation to the property that might have occurred as a result of flooding or mudflows which took place in September 2008. The definition of Market Value used was:

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"The amount of cash, or on terms reasonably equivalent to cash, for which in all probability the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to buy "

This property was studied considering its highest and best use, which is for single-family residential use

THIS AGREEMENT is made and entered into this 4th day of February, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Joyce Maniha, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 113 Ocean Shores Crystal Beach, TX 77650, Legal Description Lot 22, Ocean Shore Addn 1 (unrec), Abstract 203, Page 9

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the **Premises** described above to **County** for the sum of \$80,460.72 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$80,460.72 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$210,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$72,600.00 and structural damage from wind insurance of \$44,619.04 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$14,500.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid momes received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the **Premises**
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

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- 11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.
- 12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 9th day of February, 201

Seller Signature

Joyce Maniha Seller Printed Name

Galveston County

Mark Henry
County Judge

). A

Divight Sullivans, County Clerk

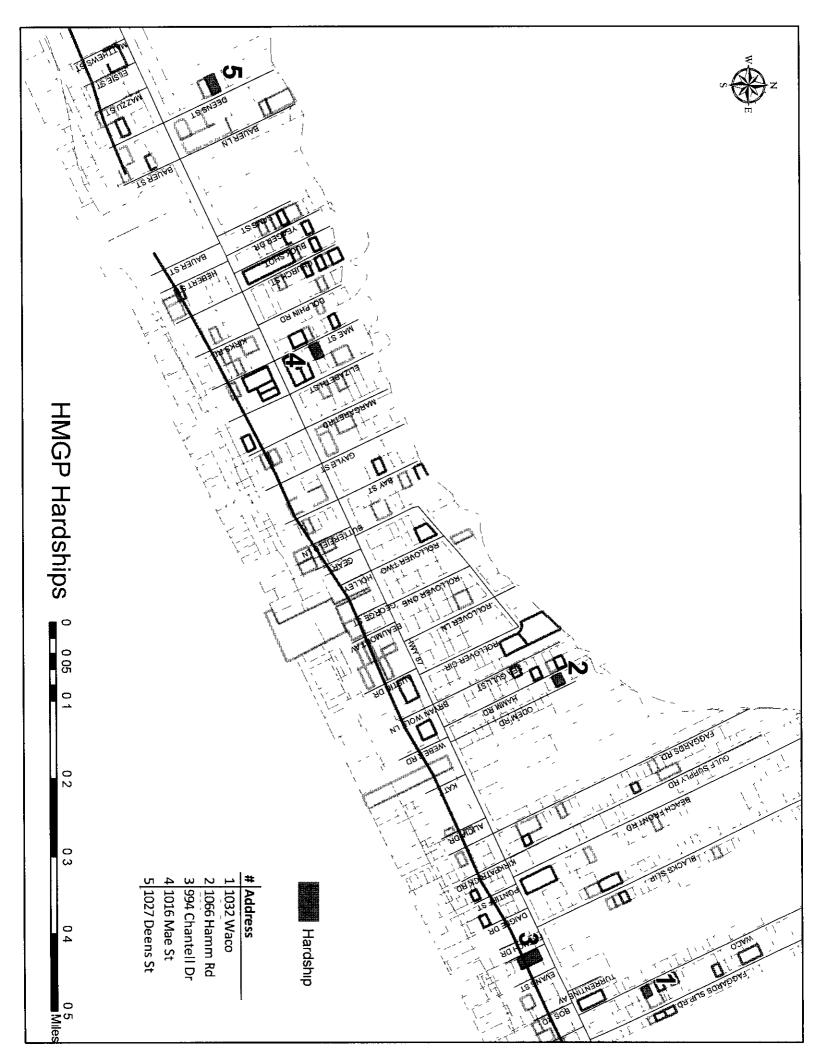
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AGENDA ITEM #21c

R177190
R177565
R177630
R1776673

Last Name

First Name



AGENDA ITEM #21d





February 10, 2011

Mr John Simsen Emergency Management Coordinator Galvestori County Office of Emergency Management 1353 FM 646 Dickinson, TX 77539

Dear John,

United Way of Galveston and the long term recovery collaborative organizations would like to express sincere appreciation for the \$200,000 approved by Judge Yarbrough and Galveston County Commissioners Court—We used the funds to purchase \$200,000 of building materials for home repairs (please see Attachment A for addresses of repaired homes). Labor for repair was provided by faith-based volunteer organizations. Receipts and other documentation is available upon request.

Respectfully submitted,

Kenna H Bush Executive Director

Address	Zip Code		Estimate	Agency		Receipts
41 South Shore	77551	\$	7,560 41	UMÇOR	\$	7,560 41
4624 Ave Q 1/2	77551		5,967 89	UMCOR	\$	5,201 90
5303 Avenue K	77551		11,212 57	UMCOR	\$	8,234.81
1214 Bayou Shores	77551		6,576 31	UMCOR	Š	6,576.31
5428 Menard Ave	77551		12,518 15	UMCOR	\$	4,823.57
3026 Tarpey	77590		12,987 35	UMCOR	\$	8,459 71
1515 22nd St	77550	-	15,000 00	UMCOR	\$	15,000 00
5716 Fraser Ave	77551	,	15,000 00	EFCA	\$	14,985 34
1811 29th \$t	77550		4,358 99	UMCOR	\$	2,203 08
303 Gordy Rd	77518		11,316 44	CRWRC	\$	11,063 19
735 Rymal Rd	77551		600 00	Hatch Electric	\$	600 00
2610 Ave C	77539	\$	11,335 49	CRWRC	\$	9,154 10
4217 White	77518	***************************************	3,277 31	CRWRC	\$	1,167 76
2702 Ohio Ave	77539	\$	7,300 08	UMCOR	\$	6,233 37
4122 Bayshore Dr	77518	\$	13,527.42	UMCOR	\$	975.64
202 4th Ave N	77590	\$	14,536 24	UMCOR	\$	9,325.60
1408 35th St	77550	\$	6,876.72	UMCOR	\$	6,751.72
				CRWRC		
3722 Cark St	77510	\$	14,840 92	Sullivan	\$	12,543 79
1009 Veronica	77568	\$	8,282 99	UMCOR	\$	7,690.82
1014 30th Street	77550	\$	10,965 00	EFCA	\$	10,965.00
2518 35th Ave N	77590	\$	14,912 08	CRWRC	\$	15,106.09
4327 Ave L	77550	\$	9,324 09	EFCA	\$	2,270.22
610 42nd St	77550	\$	13,620 20	UMCOR	\$	13,620.20
7418 Nightingdale	77591	\$	12,813 54	UMCOR	\$	10,866.44
7201 Sycamore	77551	\$	7,363 91	EFCA	\$	7,105 54
1107 S Nottingham	77573	\$	10,725 19	UMCOR	\$	2,270.47
	1	\$	262,799 29	44484	\$	200,755 08